

SERFF Tracking Number:	PRTB-125580200	State:	Arkansas
Filing Company:	Lyndon Property Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	REVISED CORE 03/08		
TOI:	33.0 Other Lines of Business	Sub-TOI:	33.0004 Service Contracts
Product Name:	Revised Core 03/08		
Project Name/Number:	/		

Filing at a Glance

Company: Lyndon Property Insurance Company

Product Name: Revised Core 03/08

TOI: 33.0 Other Lines of Business

Sub-TOI: 33.0004 Service Contracts

SERFF Tr Num: PRTB-125580200 State: Arkansas

SERFF Status: Closed

State Tr Num: EFT \$50

Co Tr Num: REVISED CORE 03/08 State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding

Author: Melodie Mollet

Disposition Date: 04/17/2008

Date Submitted: 04/14/2008

Disposition Status: Approved

Effective Date Requested (New):

Effective Date (New): 04/17/2008

Effective Date Requested (Renewal):

Effective Date (Renewal):

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 04/17/2008

State Status Changed: 04/17/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Please see cover letter

Company and Contact

Filing Contact Information

Melodie Mollet, Regulatory Analyst
14755 N. Outer Forty Rd.

Melodie.Martin@protective.com
(800) 950-6060 [Phone]

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St. Louis, MO 63017

Filing Company Information

Lyndon Property Insurance Company
14755 N. Outer Forty Road
Suite 400

St. Louis, MO 63017
(800) 950-6060 ext. [Phone]

CoCode: 35769
Group Code: 458

Group Name:
FEIN Number: 43-1139865

State of Domicile: Missouri
Company Type:

State ID Number:

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Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	50.00 filing fee
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Lyndon Property Insurance Company	\$50.00	04/14/2008	19534609

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
	\$0.00	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	04/17/2008	04/17/2008

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Disposition

Disposition Date: 04/17/2008

Effective Date (New): 04/17/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	PLC-704 (03/08)	Approved	Yes
Form	PLC-705 (03/08)	Approved	Yes
Form	PLC-706 (03/08)	Approved	Yes
Form	PLC-709 (03/08)	Approved	Yes
Form	PLC-711 (03/08)	Approved	Yes
Form	PLC-712 (03/08)	Approved	Yes
Form	PLCTY-705 (03/08)	Approved	Yes
Form	PLCTY-706 (03/08)	Approved	Yes
Form	PLCTY-709 (03/08)	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	PLC-704 (03/08)	PLC-704	(03/08)	Other	Replaced	Replaced Form #:0.00 Previous Filing #: PLC-704 (1/07)		PLC-704 3-08.pdf
Approved	PLC-705 (03/08)	PLC-705	(03/08)	Other	Replaced	Replaced Form #:0.00 Previous Filing #: PLC-705 (11/06)		PLC-705 3-08.pdf
Approved	PLC-706 (03/08)	PLC-706	(03/08)	Other	Replaced	Replaced Form #:0.00 Previous Filing #: PLC-706 (11/06)		PLC-706 3-08.pdf
Approved	PLC-709 (03/08)	PLC-709	(03/08)	Other	Replaced	Replaced Form #:0.00 Previous Filing #: PLC-709 (04/07)		PLC-709 3-08.pdf
Approved	PLC-711 (03/08)	PLC-711	(03/08)	Other	Replaced	Replaced Form #:0.00 Previous Filing #: PLC-711 (01/07)		PLC-711 3-08.pdf
Approved	PLC-712 (03/08)	PLC-712	(03/08)	Other	Replaced	Replaced Form #:0.00 Previous Filing #: PLC-712 (11/06)		PLC-712 3-08.pdf
Approved	PLCTY-705 (03/08)	PLCTY-705	(03/08)	Other	Replaced	Replaced Form #:0.00 Previous Filing #: PLCTY-705 (09/07)		PLCTY-705 3-08.pdf
Approved	PLCTY-706 (03/08)	PLCTY-706	(03/08)	Other	Replaced	Replaced Form #:0.00 Previous Filing #: PLCTY-706		PLCTY-706 3-08.pdf

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					(09/07)	
Approved	PLCTY-709	PLCTY-	(03/08)	Other	Replaced	Replaced Form #:0.00
	(03/08)	709				
						PLCTY-709
						3-08.pdf
						Previous Filing #:
						PLCTY-709
						(09/07)



Western General Dealer Services, Inc.
In CO, IA, IL, PA and TN: WG Dealer Services
In FL and OK: Western General Warranty Corporation (FL License #60078)
In LA, WA and WI: Protective Administrative Services, Inc.
P.O.Box 4493, Woodland Hills, CA 91365 (800) 242-9442

GOLD PLUS/PLATINUM WRAP PLAN
MECHANICAL BREAKDOWN SERVICE CONTRACT
THIS SERVICE CONTRACT IS NOT AN INSURANCE POLICY.

Protective
Lyndon Property Insurance Company
14755 N. Outer Forty Rd., Ste 400
St. Louis, MO 63017

DECLARATIONS

P U R C H A S E R D E A L E R V E H I C L E L I E N D E R	SERVICE CONTRACT NO. 2017 -		S E R V I C E C O N T R A C T I N F O R M A T I O N	EFFECTIVE DATE (ORIGINAL IN-SERVICE DATE)			
	SERVICE CONTRACT PURCHASER/HOLDER			CONTRACT Term/Mileage: _____ Months _____, 000 Miles			
	STREET ADDRESS			VEHICLE PLAN <input type="checkbox"/> NEW <input type="checkbox"/> PRE-OWNED CERTIFIED VEHICLES			
	CITY, STATE, ZIP			COVERAGE PLAN <input type="checkbox"/> GOLD PLUS WRAP <input type="checkbox"/> PLATINUM WRAP			
	PHONE NUMBER			ISSUING DEALER			
	E-MAIL ADDRESS			STREET ADDRESS			
	CITY, STATE, ZIP			DEALER PHONE NUMBER			
	YEAR			MAKE		MODEL	
	VIN # (17 CHARACTERS)			VEHICLE PURCHASE PRICE \$		ODOMETER	
	LIENHOLDER (Must be completed)			ADDRESS		STANDARD SURCHARGES <input type="checkbox"/> Turbo/Supercharged <input type="checkbox"/> Dual Wheel <input type="checkbox"/> 4WD / AWD <input type="checkbox"/> Diesel <input type="checkbox"/> Light Commercial <input type="checkbox"/> Lift Kit	
				OPTIONAL COVERAGE <input type="checkbox"/> TIRE & WHEEL ROAD HAZARD <input type="checkbox"/> PAINTLESS DENT REMOVAL <input type="checkbox"/> FRONT WINDSHIELD REPAIR			
				SERVICE CONTRACT PRICE \$			

YOUR RESPONSIBILITIES: Service and maintain Your Vehicle as recommended by the Manufacturer. Verifiable invoices from a licensed service facility, showing dates, mileage and service performed, must be kept and may be required to establish coverage. If you do the servicing yourself, a log and verifiable receipts for parts and fluids must be kept and may be required. In Washington, the implied warranty of merchantability on the motor vehicle is not waived if this Service Contract has been purchased within 90 days of the purchase date of the Vehicle from the Issuing Dealer who also sold the Vehicle covered by this Service Contract. In order to claim benefits, follow the procedure on page 4, HOW TO MAKE A CLAIM. I hereby declare that I have fully read the terms of this Service Contract (pages 1-4 and the applicable STATE CHANGES section) including: (1) COVERED PARTS, (2) WHAT IS NOT COVERED AND NON-COVERED PARTS, (3) Term and Mileage Expiration, (4) the Arbitration Agreement, (5) Refunds (6) the Limit of Liability, I understand and accept all the provisions therein. There have been no other oral or written agreements or representations made other than those expressly contained in this Service Contract. Purchase of this Service Contract is optional, and not required to obtain financing.

Service Contract Purchaser's Signature _____ Date _____

Issuing Dealer's Authorized Representative Signature _____ Date _____

OPTIONAL COVERAGE
(ELIGIBLE UP TO 5 MODEL YEARS OLD AND 75,000 MILES AT TIME OF SALE)

1. TIRE & WHEEL ROAD HAZARD COVERAGE: This coverage provides **Vehicle** tire repair or replacement when damaged by a Road Hazard, including conditional **Vehicle** wheel replacement. A Road Hazard is defined as: objects and road conditions such as potholes, rocks, nails, metal parts, wood debris, plastic or composite scraps, or any item causing tire damage other than normal wear and tear.

TIRE Coverage Limit: For the term of **Your Service Contract**, this coverage provides up to \$50 per incident for the repair of a flat tire damaged by a Road Hazard. If the Road Hazard damaged tire is non-repairable and has more than 3/32nds of tread depth remaining, it is eligible for replacement with a comparable new tire – limited to five (5) replacements during the term of the **Service Contract**. The tire replacement benefit also includes up to \$25 for mounting, balancing, valve stem, taxes and fees. The tire should be returned to the **Issuing Dealer** - where the tire benefit will be based on the average retail tire value, as determined by **Us**, for the replacement of the covered **Vehicle** tire with one of “like kind and quality.” If the replacement tire is upgraded beyond OEM standards or exceeds “like kind and quality” replacement value **We** reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM tire.

WHEEL Coverage Limit: For the term of the **Service Contract**, this coverage provides for conditional wheel damage. If the wheel on which the covered damaged tire was mounted does not hold air after the tire was repaired, the wheel must be inspected for replacement consideration. Coverage for the replacement of the wheel will be based on the retail replacement value, as determined by **Us**, for the covered **Vehicle** wheel with one of “like kind and quality.” If the replacement wheel is upgraded beyond OEM standards or exceeds “like kind and quality” replacement value, **We** reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM wheel.

The aggregate combined Tire and Wheel Benefit for the term of the **Service Contract** shall not exceed **\$2500**. Benefits are limited to the original set of tires and wheels on the **Vehicle** at the time of purchase and/or any documented new replacement tires purchased for the **Vehicle** during the term of the **Service Contract**.

2. PAINTLESS DENT REMOVAL (“PDR”): PDR is a process that uses specialized tools to push dented metal on **Your Vehicle** back to its original form without harming the vehicle's factory finish. Most small dents and dings can be removed using the PDR process. Dents that cannot be repaired using the PDR process are not covered by this **Service Contract**, and must be repaired at a traditional body shop (See WHAT IS NOT COVERED AND NON-COVERED PARTS section of this **Service Contract**).

Coverage Limits: Coverage applies to vertical panels only. As long as conditions herein are met and the damage can be repaired through the PDR process, there are no limitations as to the number of PDR repairs **You** may receive within the term of this **Service Contract**.

~~Pre-Owned VEHICLE coverage begins sixty (60) days AFTER Service Contract Purchase Date and expires in conjunction with the expiration of the Service Contract.~~ To arrange for service under this **Service Contract**, **You** must first call the Claims Service, shown in HOW TO MAKE A CLAIM, to obtain prior authorization. Once authorization is granted, **You** will be contacted by a qualified technician. **YOU MAY NOT SEEK SERVICE FROM ANY OTHER VENDOR, OR RECEIVE ANY PDR PROVISION OF SERVICE UNDER THIS SERVICE CONTRACT, WITHOUT PRIOR APPROVAL. Your Vehicle** must be returned to **Your Issuing Dealer's** location or a participating repair facility to obtain service.

3. FRONT WINDSHIELD REPAIR: Provides coverage for the repair of chips and/or cracks caused by propelled rocks or road hazard debris while driving on public roads, streets and highways. Coverage also includes stress cracks or breakage caused by extreme temperature changes, highway potholes, or road hazards. (**Excluded: damage from collisions, hail, weather related circumstances, factory defects, or windshield damage other than that listed.**)

Coverage Limits: For the TERM of the **Service Contract**, coverage includes windshield repair coverage up to \$100.00 per incident, at three (3) uses per year. A total program benefit of \$500.00 applies for the TERM of this **Service Contract**. Benefit coverage is for front windshield glass repairs only. Cracks and/or breaks exceeding six (6”) inches in length are considered “non-repairable” and not covered by this **Service Contract**. ~~Pre-Owned plans coverage begins sixty (60) days AFTER the Service Contract Purchase Date and expires in conjunction with the expiration of the Service Contract. Pre-Owned plans coverage begins sixty (60) days AFTER the Service Contract Purchase Date and expires in conjunction with the expiration of the Service Contract.~~

OPTIONAL COVERAGE is not available in all states. See STATE CHANGES beginning at page 5 for your state. Also see WHAT IS NOT COVERED AND NON-COVERED PARTS section of this Service Contract for other exclusions that may apply.

PLAN BENEFITS

Alternate Transportation (Rental) AUTOMATIC RENTAL BENEFIT ON ALL COVERED CLAIMS. (Not available for Optional Tire & Wheel Road Hazard, Painless Dent Removal and Front Windshield Repair Claims) In the event of a Mechanical Breakdown of a covered part during the term of this Service Contract, You will be reimbursed for Alternate Transportation expenses (excluding fuel, collision damage waiver and optional insurance charges), for a Vehicle rental from a rental agency or dealer, on the basis of \$30 per day up to \$180 for each repair visit. In the event of a Mechanical Breakdown of a covered part during the term of this Service Contract, You will be reimbursed for Alternate Transportation expenses for up to an additional four (4) days for parts back order and inspection delays at \$30 per day. One day rental allowed for every 8 hours, or fraction thereof, of mechanical labor performed.

Trip Interruption - In the event of a Mechanical Breakdown of a covered part during the term of this Service Contract, You will be reimbursed up to \$150 per day for up to three (3) days for meals and lodging when the covered Mechanical Breakdown occurs more than 50 miles from Your residence. Benefits are per Mechanical Breakdown and You must remain overnight for Your lodging and meals between the date of the Mechanical Breakdown and the date the repairs are completed. You must provide to Us valid lodging and meal receipts in order to be reimbursed.

Complimentary 24-Hour ROADSIDE ASSISTANCE Toll Free (888) 233-2371 - If Your Vehicle is in need of non-accident related Roadside Assistance, You must call the toll-free number listed above for service. For the term of this Service Contract, the following benefits are available 24-hours a day, 365 days a year, anywhere in the United States and Canada:

1. Towing Assistance
2. Jump Starts
3. Flat Tire Changes (with customer's inflated spare)
4. Vehicle Fluid Delivery - cost of fluids extra
5. Lock-out Assistance - key cuts/replacement extra
6. Concierge Service - courtesy help & emergency phone call support to relatives, police, etc.

A Maximum Benefit of \$100 per incident applies. Only requests for services dispatched through the above listed number will be honored. (Services are not provided in areas where state providers are exclusively utilized, such as selected state toll-roads or highways.) No Deductible is applied.

COVERED PARTS BASED ON COVERAGE PLAN SELECTED IN THE DECLARATIONS SECTION

Gold Plus Wrap Coverage

ANY PART NOT LISTED BELOW IS NOT COVERED

ENGINE, TURBOCHARGER, SUPERCHARGER, TRANSMISSION, TRANSFER CASE, FRONT/REAR WHEEL DRIVE AXLES, AND SEALS AND GASKETS FOR ALL OF THESE COMPONENT GROUPS, ARE NOT COVERED.

- ◆ **Front and Rear Suspension:** Upper and lower control arms, shafts and bearings or bushings; upper and lower ball joints; king pins and bushings; spindle and spindle support; MacPherson struts; torsion bars and bushings; wheel bearings; leaf springs, shackles and bushings; coil springs; stabilizer bar, linkage and bushings; compressor; seals and gaskets.
- ◆ **Steering:** Power steering pump; steering box; rack and pinion. Steering shaft and couplings; idler arm; tie rods, tie rod ends; pitman arm; center and drag link; cooler and cooler lines, pressure control valve; seals and gaskets.
- ◆ **Brakes:** Master cylinder; vacuum assist booster; diesel vacuum assist booster pump; hydraulic lines and fittings; wheel cylinders; calipers; pressure-differential, metering, proportional and combination valves; brake pedal assembly; parking brake lever.
- ◆ **Electrical:** Alternator; voltage regulator; starter motor; starter motor solenoid; front and rear window wiper motor; windshield wiper delay module; washer pumps, power antenna motor; distributor; dash and engine main wiring harness; spark control sensor; electronic ignition module; turn signal switch; horn switch and horns; rear window defogger; power trunk motor, trunk release switch and trunk release solenoid, headlamp switch, manually operated switches for all parts listed in this component group.
- ◆ **Air Conditioning:** Compressor; condenser; compressor clutch, field coil and clutch pulley; idler pulley and bearing; evaporator; blower motor and fan; receiver-dryer/accumulator; air ducts; expansion valve/orifice tube; suction throttling/POA valve and tube; air conditioning control panel and control module; seals and gaskets.
- ◆ **Cooling:** Radiator, radiator brackets; fan, fan clutch; electric fan motor; fan relay; fan shroud; idler pulley/belt tensioner and bearing; coolant recovery tank.
- ◆ **Interior and Exterior:** Hood/trunk/hatch hinges, latches, gas cylinders and springs; door handles and hinges; seat tracks; glove box lock; ash tray assembly; shift lever.
- ◆ **Fuel:** Mechanical and electrical fuel pumps; fuel injector pump; fuel distributor; fuel lines and fittings; fuel pressure regulator; fuel sending unit; fuel injectors; fuel tank; fuel injection sensors and air flow sensors; electronic fuel injection computer control module; seals and gaskets.
- ◆ **Hi-Tech Coverage:** ABS brake systems and electronics, hydraulic control unit; all safety air bags and sensors; seat belt fasteners, seat belt/restraint system motor and servo; retractable child seats; door locks; child safe door locks; automatic and central door locking systems; window disabling system; traction control systems; electronic modulated suspension; bumper absorbers; automatic roll bar system. Illuminated keyless entry; remote and electronic entrance device; factory installed anti-theft devices; map lights and compartment lighting; factory installed ignition fault device. Centering lock spring and phase control; tilt/telescoping steering assembly; steering dampener; four-wheel steering output shaft/rod, variable assist power steering computer. Electronic level control module; height sensor; electronic (L.E.D.) driver display and control module. Speed/Cruise control module and servo; convertible top motor; sunroof motor; power seat computer; computer dash circuit boards and dash gauge computer dash module; power window motors; window regulator; power mirror motor; rear compartment air conditioning control panel; automatic day/night mirrors; heated seats; illuminated visor vanity; trip odometer; engine block heater; thermometer; manually operated switches for all the parts listed under "Hi-Tech Coverage".
- ◆ **Taxes and Fluids:** Will be covered when required in conjunction with a covered repair.

Platinum Wrap Coverage

Platinum Wrap coverage provides all the coverage as listed above and also provides coverage for repair/replacement of ALL original equipment factory-installed mechanical and electrical operating parts and assemblies on the covered Vehicle **except parts in the Engine, Turbocharger/Supercharger, Transmission, Transfer Case, Front and Rear Wheel Drive Axles, and Seals and Gaskets for those component groups. Platinum Wrap Coverage also excludes items under "WHAT IS NOT COVERED and NON COVERED PARTS" shown on Page 4.**

GENERAL PROVISIONS

Definitions -

Issuing Dealer/Service Contract Seller: means the entity who sells this **Service Contract** to **You**.

Mechanical Breakdown: means the failure of a covered part due to a defect in the part or faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A **Mechanical Breakdown** does not include gradual reduction in operation performance as a result of normal wear and usage when no **Mechanical Breakdown** has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a **Mechanical Breakdown** will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the **Mechanical Breakdown** is covered under the terms of this **Service Contract**, **We** will also pay the reasonable cost to tear down/disassemble.

Motor Vehicle/Vehicle: means the **Vehicle** covered by this **Service Contract**, as identified on the Declaration Page.

Obligor/Service Provider: means the entity that is contractually obligated to **You** under the terms of this **Service Contract**. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this **Service Contract** is between **You** and WG Dealer Services. In Florida and Oklahoma, this **Service Contract** is between **You** and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this **Service Contract** is between **You** and Protective Administrative Services, Inc. In Maine this **Service Contract** is between **You** and the Issuing Dealer. In all other states, this **Service Contract** is between **You** and Western General Dealer Services, Inc. (CA Lic. #0E39085).

Service Contract Purchase Price/Provider Fee: means the price paid by **You** for the purchase of this **Service Contract**.

Service Contract: means this **Service Contract** and **Your** completed Declarations Page

Service Contract Purchaser/Holder: means the purchaser of this **Service Contract** as named in the Declarations Page.

We, Us, or Our: means the **Obligor/Service Provider**. In Maine **We, Us, or Our** means the **Issuing Dealer**.

You or Your: means the **Service Contract Purchaser/Holder** as named in the Declarations section.

Deductible - Your deductible is \$100 or as optionally selected in the Declarations section. **Your Deductible** will be applied for each REPAIR VISIT. **You** will be assessed one deductible per visit. If the optional Disappearing Deductible has been selected (available only for New **Vehicle** Plans), no deductible will be charged for a covered **Mechanical Breakdown** which is completed by the **Issuing Dealer** listed on the declaration page. If **You** selected the Disappearing Deductible and the covered **Mechanical Breakdown** is NOT completed by the **Issuing Dealer** listed in the Declarations section, **Your** deductible will be the standard \$100 per repair visit, or as optionally selected. No deductible will be applied to Alternate Transportation, or Trip Interruption Benefits provided in conjunction with the repair of a part covered by the Manufacturer's Warranty that is also covered by this **Service Contract**. No deductible applies to Tire & Wheel Road Hazard, Paintless Dent Removal, Front Windshield Repair coverage or Roadside Assistance benefits. **Manufacturer's Deductible Reimbursement** - In the event that **You** are charged a deductible for claims against the Original Manufacturer's Warranty and the repaired part is covered by this **Service Contract**, **You** will be reimbursed up to \$100 per occurrence.

Lifetime Deductible Guarantee - In the event **You** incur a second failure to the same covered part during the lifetime of this **Service Contract**, **You** will not be charged a second or any subsequent deductible for the same covered part.

Payment for Covered Repairs - In the event of a **Mechanical Breakdown** of a covered part (based on the Coverage Plan Selected in the Declarations section, **We** under this **Service Contract** will at **Our** option, repair, replace, pay for, or reimburse **You** or the repair facility for the reasonable cost to repair or replace such covered parts less **Your** deductible, if any, as shown in the Declarations section. This **Service Contract** does not obligate the **Issuing Dealer** or any party to provide coverage for any parts or services not listed as covered herein, including parts and services which may be necessary to preserve or maintain the utility, performance, or proper operation of the **Vehicle** under normal operation and service. The maximum allowance for covered repair time is governed by established industry time and labor guides. **Repairs and/or replacements will be made with parts of like kind and quality. The Claims Service may elect to provide repairs and/or replacements with new parts or parts of like kind and quality (i.e., rebuilt, remanufactured or used parts).**

Light Commercial Use vehicles are covered only if the Light Commercial surcharge is selected in the **Declarations section** and applies to passenger vehicles, light duty trucks and vans, rated 1 (one) ton or less, that are used primarily for business travel, light pick up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, with usage that does not exceed manufacturer's ratings and/or limitations.

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this Service Contract. If a claim has been made against this Service Contract, or after this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. If the Vehicle has been sold to a Dealer or non-Private Party Purchaser, or has been deemed a total loss, it is Your responsibility to contact the Obligor for a refund (800) 242-9442.

Transfer - This Service Contract is transferable, one time only, to a Private Party Purchaser (the approved transferee) You sell the Vehicle to while this Service Contract is still in force. To transfer You must give Us a \$55 Transfer Fee and a Bill of Sale along with a completed Transfer Form (provided by the Us) within 30 days of sale of the Vehicle, and provided You include with Your transfer request evidence that You have also effected a transfer of the Manufacturer's Warranty, (if the Manufacturer requires transfer). Refund rights do not apply after transfer.

Service Contract Territory - This Service Contract applies to a Mechanical Breakdown or failure occurring only within the United States and Canada.

Term and Mileage Expiration - NEW AND CERTIFIED PRE-OWNED VEHICLE PLANS: This **Service Contract** is effective on the Date the Manufacturer's or Certified Pre-Owned Warranty begins (IN-SERVICE DATE) and expires based on either elapsed time from the Effective Date at 12:01 local time on that date, or when the **Vehicle** has accumulated the total mileage limitation from mile zero (0), whichever shall occur first, based upon the Term/Mileage selected.

Right to Recover - If anything is paid under this **Service Contract** and **You** have the right to recover from another party, **Your** rights become subrogated to the **Us** up to the amount paid. **You** must do whatever is necessary to enable **Us** to enforce these rights.

No Benefit to Bailee - This **Service Contract** shall not directly or indirectly benefit any carrier or bailee.

Arbitration Agreement - In the event that any claim remains unresolved following the procedures set forth in the "Notice" section, then any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of this **Service Contract's** effective date (www.adr.org). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

Limit of Liability - **THERE IS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE** including, but not limited to: injury, loss of life, property damage, loss of use, loss of time, inconvenience or commercial loss, or breach of implied warranties, which result from a covered or non-covered Mechanical Breakdown under the terms of this Service Contract and such liability is expressly excluded. This Service Contract is NOT a warranty and does NOT guarantee the utility or performance of the Vehicle. The liability for any Mechanical Breakdown shall not exceed the actual cash value of the Vehicle at the time of a Mechanical Breakdown. The total of all benefits paid or payable during the term of this Service Contract shall not exceed the Vehicle purchase price.

WHAT IS NOT COVERED AND NON-COVERED PARTS

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on pages 1 or 2 as a “Covered Part”; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc. as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repaired, after the purchase of the Vehicle), so that the actual mileage cannot be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for commercial purposes such as hauling, hauling for hire, delivery, shuttle, taxi or limousine service, law enforcement services, emergency services, security services, snow plowing, cable installation or removal or any Vehicles which are rented; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine’s compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); **(9) pre-existing conditions (all covered parts under the Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract);** (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers, except when required in conjunction with a covered repair; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under “YOUR RESPONSIBILITIES” on page 1; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly, exhaust system, belts and hoses; (21) glass (except front windshield if Optional Front Windshield coverage has been selected on Page 1), lenses, sealed beams, tires (except if optionally selected on Page 1), trim, moldings, bright metal, upholstery and paint;

WHEN TIRE & WHEEL ROAD HAZARD, PAINTLESS DENT REMOVAL, AND FRONT WINDSHIELD REPAIR COVERAGE IS SELECTED AS SHOWN ON PAGE 1, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY - ABOVE EXCLUSIONS APPLY IN ADDITION TO THE FOLLOWING: (A) Tires with less than 3/32nds tread depth remaining; (B) run-flat tires; (C) repairs/replacements covered by a manufacturer, service agreements, a primary insurance policy or warranty - including the repair or replacement of a tire by any manufacturer’s warranty or for any other coverage or reason the manufacturer, importer, distributor or seller repairs or replaces the tire/wheel at its expense or at a reduced cost; (D) tire or wheel replacement exceeding the manufacturer’s vehicle specifications; (E) damage caused by: sidewall/curb impact, rim pinches, improper inflation/balancing/alignment, vehicle accident or collision, off-road/unpaved road use, negligence, abuse, misuse, tire chains, racing, fire, theft or vandalism; (F) damage to attaching hardware, wheel covers or “space saver” style spare tires; (G) disposal charges, wheel alignments, tire rotations, storage or freight charges; (H) any claim if your vehicle is used for police or emergency service, snow removal, for hire, commercial delivery/service/repair, rental purposes, towing a trailer or another vehicle - unless your vehicle is equipped for this as recommended by the manufacturer; (I) any incidental or consequential damages or costs incurred repairing or replacing a tire/wheel; (J) liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of your vehicle whether or not related. (K) The following are excluded from Paintless Dent Repair (“PDR”) coverage: dents exceeding 4 inches in diameter are considered non-repairable through the PDR process; environmental damage including rust, corrosion, hail, and damage from chemicals; chrome or unpainted portions of your vehicle, glass, plastic, or other non-metal exterior sections of the vehicle body or attached to the vehicle body; any damage to the interior of the vehicle, or the undercarriage of the vehicle; chips, cracks or other damage to the paint on the surface of the vehicle; dents, dings or creases that will damage the body or paint finish if the PDR system is utilized; dents or dings that are not capable of being completely repaired by the PDR process; dents or dings that must be repaired using putty, sanding, bonding, primer, or paint; dents or dings where access is restricted due to manufacturer-installed bracing, double metal panels, aftermarket installations or other access limitations; dents or dings that were on the vehicle at the time this Service Contract was purchased. **The suppliers providing products and services for Tire & Wheel Road Hazard, Paintless Dent Removal, and Front Windshield Repair programs are independent contractors and are not agents or employees of the Obligor or any of its affiliates; neither Obligor nor its affiliates are liable for the acts, errors, omissions, representations, products, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage or other damages or expenses resulting therefrom.**

HOW TO MAKE A CLAIM

- CLAIMS SERVICE PHONE NUMBER AND ADDRESS:** Nationwide Toll Free **(800) 242-9442**. P.O. Box 4493, Woodland Hills, CA 91365.
- CLAIMS SERVICE BUSINESS HOURS:** Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.
- AFTER HOURS CLAIMS SERVICE:** For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section C. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours.
- It is a condition for coverage that **BEFORE ANY REPAIR** or replacement is made, You (or the chosen Repair Facility) **MUST GIVE NOTICE TO THE CLAIMS SERVICE. NO REPAIR OR REPLACEMENT SHALL BE PERFORMED UNLESS FIRST APPROVED BY THE CLAIMS SERVICE.** The Claims Service shall have a reasonable period of time to exercise its option to inspect the Vehicle.
- A. In the event of a claim for Tire & Wheel Road Hazard, Paintless Dent Removal, or Front Windshield repair, You **MUST** follow this procedure:
1. Return Your Vehicle and/or the tire to the Issuing Dealer and present a copy of this Service Contract.
 2. In the event You cannot return your Vehicle to the Issuing Dealer, You must contact the Claims Service to direct you to a service company equipped to complete a covered repair.
 3. Coverage for Paintless Dent Removal repair and Front Windshield repair **REQUIRES ADVANCED SCHEDULING. CONTACT THE CLAIM SERVICE DURING BUSINESS HOURS.**
- B. In the event of a Mechanical Breakdown, You **MUST** follow this procedure:
1. You must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered Mechanical Breakdown, You must bear the cost of tear down and any corrective repairs and/or reassembly. If the Mechanical Breakdown is covered under this Service Contract, We will also pay the reasonable cost to tear down.
 2. Return Your Vehicle to the Issuing Dealer or any licensed repair facility and present a copy of this Service Contract. Contact the Claims Service at the above number before repairs begin.
 3. Provide receipts for required maintenance servicing. (See “Your Responsibilities” in the Declarations section.)
 4. Pay the applicable deductible and any other non-covered charges.
- C. **FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:**
1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.
 2. You or the Repairer must contact the Claims Service at the above number before repairs begin, have Your Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.
 3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.
 4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.
 5. If Claims Service re-opens before repairs to Your Vehicle are completed, You **MUST IMMEDIATELY** contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.

Travel Guard Claim Payment Benefit - In the event You are unable to return the Vehicle to Your Issuing Dealer, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.

NATURE OF AGREEMENT: You agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to Service Contracts.

NOTICE: The obligations and promises contained within this **Service Contract** are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within sixty (60) days the date proof of loss was filed. This “limited” Service Contract is NOT a warranty and does NOT guarantee the utility or performance of the vehicle.

STATECHANGES

If **You** purchased this **Service Contract** in any of the following states, this **Service Contract** is amended as indicated below:

ALABAMA: The following is added to the Refunds provision: The processing fee is amended to \$25.00 and will only be charged for cancellations requested by **You**. It will not apply to cancellations initiated by **Us**. A 10% penalty will be added to any refund not paid or credited with 45 days.

ALASKA: The Refunds provision is amended to state that the processing fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If **We** cancel this **Service Contract**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least 60 days before the effective date of cancellation. However, if **We** cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by **You** to provide the information necessary to determine the **Service Contract** purchase price, **We** will mail a written notice of cancellation to **You** at **Your** last known address before the 20th day proceeding the effective date of cancellation. If **We** cancel this **Service Contract** for conviction of **You** of a crime, fraud or material misrepresentation made by **You** or a representative of **You** in obtaining this **Service Contract** or by **You** in pursuing a claim under this **Service Contract**, written notice shall be mailed to **You** at **Your** last known address at least 10 days before the effective date of the cancellation. The Arbitration provision is amended to state that Arbitration is voluntary and nonbinding.

ARIZONA: The following sentence is added to the "Refunds" section: If **You** are unable to recover a refund from the **Issuing Dealer**, **You** may request from **Us** a refund of the **Service Contract** purchase price.

The following is deleted from the refunds provision: The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The following language is deleted from the Transfer provision: Refund rights do not apply after transfer.

The following is added to the Arbitration provision: The Arbitration Agreement does not preclude **You** from pursuing any assistance and/or remedies available to **You** from the Arizona Department of Insurance. The Arbitration Agreement relates to **Your** legal remedies and does not preclude **You** from seeking any other non-legal remedy, such as but not limited to, assistance from the Arizona Department of Insurance or Better Business Bureau, mediation, or any other administrative remedies available under Arizona law. The venue for any complaint filed by an Arizona resident shall be Arizona.

Under“WHAT IS NOT COVERED AND NON-COVERED PARTS,

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repaired after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #9 is deleted in its entirety.

Exclusion #10 is deleted and replaced with the following: A **Vehicle** that **You** have modified, or that **You** are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.

The last sentence of the Notice provision is deleted and replaced with the following:

You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days.

ARKANSAS - NOTICE TO PURCHASER: The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a **Vehicle**.

The following is added to the Right to Recover provision: We shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The Arbitration provision is amended to state that Arbitration is voluntary and nonbinding.

CALIFORNIA: The following disclosure is added to this Service Contract: All coverages under OPTIONAL COVERAGE are limited to repair or replacement for damages caused by road hazards.

The refund section is deleted and replaced with the following: Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against the **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of the **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.

This **Service Contract** may be cancelled by **Us** for any reason within 60 days of the **Service Contract** purchase date if **We** mail a notice postmarked before the 61st day after the date **You** purchased the **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, **We** shall refund the full purchase price stated on the **Service Contract** within 30 days from the date of cancellation. However, if **We** have paid a claim, or has advised **You** in writing that it will pay a claim, it shall provide a pro-rata refund, less the amount of any claims paid prior to cancellation.

Any cancellation refunds will be made payable to the lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder’s request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. Roadside Assistance provided through Emergency Response Marketing at (888) 233-2371.

The Notice provision is deleted and replaced with the following: NOTICE: Performance to **You** under this **Service Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is : Lyndon Property Insurance company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If **You** are not satisfied with the insurance company’s response, **You** may contact the California Department of Insurance at (800)927-4357.

COLORADO: This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W821-0207.

CONNECTICUT: Resolution of Disputes: If **You** are not satisfied with the Obligor’s resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.

The following is added to the Refunds provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed.

The following is added to Term and Mileage Expiration provision: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.

The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, to provide a warranty covering certain classes of used motor VEHICLES as follows:

Used VEHICLES with a sale price of \$3,000 but less than \$5,000:

Provides coverage for 30 days or 1,500 miles, whichever comes first.

Used VEHICLES with a sale price of \$5,000 or more:

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The Vehicle **You** have purchased may be covered by this law. If so, the following is added to the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase the **Service Contract**, which may provide **YOU** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for the **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in the **Service Contract** apply only to the **Service Contract** and are not the terms of the required dealer warranty.

FLORIDA - Under Optional Coverage items 2. & 3., Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in Florida.

In Florida We, Us and Our means Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365.

If the **Issuing Dealer** is out of business, please advise the Claims Service, and the disappearing deductible will be honored even though repairs were completed by an entity other than the **Issuing Dealer**. Please contact the Claims Service before obtaining service, and notify them that the **Issuing Dealer** for **Your Service Contract** is no longer in business. The Claims Service will direct **You** to a participating dealer in **Your** area who will honor the disappearing deductible that **You** selected.

Under Plan Benefits, Complimentary 24-Hour Roadside Assistance, item 6. Concierge Service, is deleted in its entirety. This benefit is not available in Florida.

The “Refunds” Section is deleted and replaced with the following:

Refunds

Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder’s request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Within the first 60 days after receipt of this **Service Contract**, the **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less any claims paid and less an administrative fee of five percent (5%) of the **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**.

If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.

After the **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of the **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The Transfer provision is amended by revising the transfer fee to \$40.00.

The Arbitration provision is amended to state that Arbitration is voluntary and non-binding. The venue for arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.

STATE CHANGES (CONTINUED)

GEORGIA: Under Optional Coverage items 2. & 3., Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in Georgia.

The Refunds provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service Contract**, **You** must: a. Mail this **Service Contract** to Us along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide Us with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by Us. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer. The Arbitration Agreement provision is deleted in its entirety.

Under “What Is Not Covered and Non-Covered Parts”,

Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under the Service Contract must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

HAWAII: Under Optional Coverage items 1., 2. & 3., Tire & Wheel Road Hazard Coverage, Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in Hawaii.

The following is added to the Refunds provision: **We may cancel this Service Contract by mailing You at least five (5) days prior notice to Your last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of Service Contract purchase price; (b) a material misrepresentation by You to Us; or (c) a substantial breach of duties by You relating to the Vehicle. A 10% penalty per month will be added to any refund not paid or credited with 45 days after the return of this Service Contract.**

The following language is added to the Service Contract: Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale - Provides Coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale - Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to **this Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase the **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

IDAHO - NOTICE TO PURCHASER: The coverage You are buying is not required to register or finance a **Vehicle**. Coverage afforded under this **Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS: The Refunds provision amended by revising the processing fee to 10% of the **Service Contract** purchase price or \$35.00 whichever is less.

INDIANA: The following is added to this **Service Contract**: Your proof of payment to the **Issuing Dealer** or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

IOWA: Pursuant to the Iowa Motor Vehicle Service Contracts Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa 50319, (515) 281-4441.

KANSAS: Under Optional Coverage items 1., 2 & 3., Tire & Wheel Road Hazard Coverage, Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverage are not available in Kansas.

Under Plan Benefits Alternate Transportation, Trip Interruption and Roadside Assistance coverages are deleted in their entirety. These coverages are not available in Kansas.

KENTUCKY: Under Optional Coverage items 1., 2. & 3., Tire & Wheel Road Hazard Coverage, Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. Under Plan Benefits Roadside Assistance items 2-6 are deleted in their entirety. These coverages are not available in Kentucky. Under PLAN BENEFITS, "Alternate Transportation", "Trip Interruption" and under "Roadside Assistance" item 1., Towing, are only available in Kentucky if the benefit is directly related to a loss resulting from defects in material or workmanship.

LOUISIANA: Under Optional Coverage item 3., Front Windshield Repair, is deleted in its entirety. Front Windshield Repair coverage is not available in Louisiana. The Refunds provision is deleted and replaced with the following:

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer. After this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

MASSACHUSETTS - NOTICE TO PURCHASER: The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the **Issuing Dealer** of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.

The following is added to items 1, 2 and 3 under Optional Coverage:

Tire & Wheel Road Hazard, Paintless Dent Removal and Front Windshield Repair coverages do not cover a property and casualty related loss, such as a loss due to theft, vandalism or collision.

The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

The Refunds provision is amended by deleting the processing fee. A fee will not be charged in Massachusetts.

The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.

The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.

Under "WHAT IS NOT COVERED AND NON-COVERED PARTS," the following is added to exclusion #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

MINNESOTA - MINNESOTA AMENDMENT: Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor Vehicle has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor Vehicle has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request.

The following is added to the Refunds provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.

The Arbitration provision is amended to state that Arbitration is voluntary and nonbinding.

The following sentence is deleted from the definition of **Mechanical Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.

The What is not covered an non-covered parts provision is amended as follows:

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or otherwise rendered inoperative, or if the actual mileage cannot be determined; (5) any **Mechanical Breakdown** caused by insufficient levels of fluids, lubricants, or coolants."

Year in the **Service Contract.**

Contract is cancelled we shall mail you a written notice of cancellation and refund that is not paid within thirty (30) days of the return of this **Service**.

in the county of **Your** residence or place of business unless **You** have provided under Missouri law. Arbitration is voluntary. **You** are bound by arbitration follows.

STATE CHANGES (CONTINUED)

The Notice provision is deleted and replaced with the following: **Our** obligations under this **Service Contract** are guaranteed under a service contract reimbursement insurance policy. If **We** fail to pay or provide service within 60 days after proof of loss has been filed, **You** are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll-free at 1-800-950-6060.

MONTANA: The following is added to the refunds provision:
We shall mail a written notice to You at Your last-known address contained in Our records at least 5 days prior to the cancellation by Us. Prior notice is not required if the reason for cancellation is for:
a. nonpayment of the Service Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

NEBRASKA: THE OBLIGATIONS AND PROMISES CONTAINED WITHIN THIS **SERVICE CONTRACT** ARE BACKED BY LYNDON PROPERTY INSURANCE COMPANY, 14755 N. OUTER FORTY ROAD, SUITE 400, ST. LOUIS, MO 63017. TOLL FREE (800) 950-6060. YOU MAY FILE A CLAIM WITH THIS INSURANCE COMPANY IF ANY PROMISE MADE IN THIS **SERVICE CONTRACT** HAS BEEN DENIED OR HAS NOT BEEN HONORED WITHIN SIXTY (60) DAYS THE DATE PROOF OF LOSS WAS FILED.

The Arbitration Agreement provision is deleted in its entirety and replaced with the following: Any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision has been rendered, either party may demand a right to a trial. The demand must be made within 30 days of service of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will be binding.

NEVADA: The following is added to the Refunds provision: This **Service Contract** may be cancelled by Us within the first 70 days if the **Vehicle**. In the event of cancellation. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining the **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 60 days after the return of this **Service Contract**

If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact Us for further information).

NEW HAMPSHIRE: Under Optional Coverage items 2. & 3., Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in New Hmapshire.

Under Optional Coverage, item 1, Tire & Wheel Road Hazard Coverage, the following language is added:

Tire & Wheel Road Hazard does not cover a property and casualty related loss, such as a loss due to theft, vandalism or collision.

The following is added to the Notice provision: In the event **You** do not receive satisfaction under this **Service Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

NEW MEXICO: The following is added to the Refunds provision: This **Service Contract** may be cancelled by Us within the first 70 days if the **Vehicle**. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**

NORTH CAROLINA: The Refunds provision is amended by revising the processing fee to \$35.00 or 10% of the refund amount, whichever is less.

NORTH DAKOTA: Under Optional Coverage items 2. & 3., Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in North Dakota.

OHIO: Under Optional Coverage items 1., 2. & 3., Tire & Wheel Road Hazard Coverage, Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in Ohio.

OKLAHOMA - NOTICE TO PURCHASER: This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.

The Refunds provision is deleted and replaced with the following:

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made. If you cancel this Service Contract after sixty (60) days (New Vehicles) or 30 days (Pre-owned Vehicles) or have made a claim within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a processing fee of 10% of the unearned pro rata purchase price or thirty-five dollars (\$35.00), whichever is less, will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. If We cancel this Service Contract 100% of the Service Contract purchase price will be refunded. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

The following disclosure is added to this Service Contract: Oklahoma does not review commercial service warranty contract language (only personal).

RHODE ISLAND: The following language is added to the **Service Contract: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:**

Used vehicles with less than 36,000 miles at the time of sale

Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale

Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Service Contract:** In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

SOUTH CAROLINA: Under Optional Coverage items 1., 2. & 3., Tire & Wheel Road Hazard Coverage, Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in South Dakota.

The following is added to the Refunds provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

The Refunds provision is amended by revising the processing fee to \$25.00.

The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

SOUTH DAKOTA: Under Optional Coverage items 1., 2., & 3., Tire & Wheel Road Hazard Coverage, Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in South Dakota.

TEXAS: The following is added to the Refunds provision: If **We** cancel this **Service Contract We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

UTAH: Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Upon Our failure to perform under this **Service Contract**, Lyndon Property Insurance Company shall pay, on Our behalf, any sums **We** are legally obligated to pay or shall provide any service **We** are legally obligated to perform according to Our contractual obligations under this **Service Contract** issued or sold by Us.

The following is added to the Refunds provision: If **We** cancel within the first thirty days or for nonpayment at any time, it must provide 10 days notice. If **We** cancel after 60 days, **We** must provide 30 days notice. After 60 days, **We** may only cancel for any of the reasons set forth in Utah Statutes 31A-21-303 (2)(a), including material misrepresentation, fraud, or a substantial breach of a contractual duty or condition.

The following is added to Section B.5 of "How to Make a Claim": **Your** failure to submit items B.1, B.2, and B.4 within 10 days of completed repairs will not invalidate **Your** claim if **You** can show that it was not reasonably possible to submit those items within 10 days and those items were submitted as soon as reasonably possible.

The terms under which this **Service Contract** may be paid are as follows: The purchase price may be paid in full, financed through **Your** lender, or paid in accordance with a payment plan. The **Issuing Dealer** can explain these payment options to **You**.

The following is deleted from the "How to Make a Claim" section: **NATURE OF AGREEMENT:** You agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given to it by the Magnuson Moss Warranty-- Federal Trade Commission Improvement Act (Act of January 4, 1975, Public law 93-637) as it relates to Service Contracts.

STATECHANGES(CONTINUED)

VERMONT: The following is added to the Refunds provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration provision is amended to state that arbitration is binding upon the parties only if both parties agree to the Arbitration process.

VIRGINIA: Under Optional Coverage items 1., 2. & 3., Tire & Wheel Road Hazard Coverage, Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in Virginia.

WASHINGTON: Under Optional Coverage items 2. & 3., Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in Washington.

The Refunds provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, the **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against the **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the Vehicles odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**.

The following is added to the Arbitration provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with the **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Notice provision is deleted and replaced with the following: **Our** obligations and promises contained within the **Service Contract** are guaranteed by Policy number 55-WA-VW601-0906 issued by Lyndon Property Insurance Company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800) 950-6060.

WEST VIRGINIA: The Arbitration Agreement provision is deleted and replaced with the following:

If We and You do not agree whether coverage is provided under this Service Contract for a claim made by or against You, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will:

- (a) pay its chosen arbitrator; and
- (b) bear the other expenses of the third arbitrator equally.

WISCONSIN - THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The Arbitration Agreement provision is amended to state that the Arbitration process is nonbinding.

The following is added to the Right to Recover provision: **We** shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The following is added to the How to Make a Claim provision:

Notice of loss should be made as soon as reasonably possible and within one year. Failure by you to give notice or obtain prior authorization does not invalidate or reduce a claim unless we are prejudiced by your failure to give notice or obtain prior authorization.

WYOMING - Under Optional Coverage items 2. & 3., Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in Wyoming.

The Refunds provision is deleted and replaced with the following: Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this Service Contract. If a claim has been made against this Service Contract, or after this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to You and the lienholder may be shown as an additional payee. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. If We cancel this Service Contract for any reason other than nonpayment of the Service Contract purchase price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, We shall mail a written notice to You at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to You within 45 days after the return of this Service Contract to Us.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.

The "Arbitration Agreement" section is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.



Western General Dealer Services, Inc.
In CO, IA, IL, PA and TN: WG Dealer Services
In FL and OK: Western General Warranty Corporation (FL License #60078)
In LA, WA and WI: Protective Administrative Services, Inc.
P.O. Box 4493, Woodland Hills, CA 91365 (800)242-9442

SELECT
New Vehicle/Extended Eligibility Service Contract
THIS SERVICE CONTRACT IS NOT AN INSURANCE POLICY.



Lyndon Property Insurance Company
14755 N. Outer Forty Rd., Ste 400
St. Louis, MO 63017

DECLARATIONS

CONTRACT HOLDER (CUSTOMER INFORMATION)	
Service Contract Purchaser	
Street Address	
City, State Zip	
Phone Number	
COVERED VEHICLE	
Year/Make/Model	Current Odometer
VIN # (17 Characters)	
Vehicle Purchase Price	Service Contract Price
\$	\$
Lienholder (Must be completed)	
Address	

CONTRACT NO.	2907 -
Effective Date (Purchase Date)	
CONTRACT Term/Mileage	
_____ Months ,000 Miles	
\$100 STANDARD DEDUCTIBLE (Unless optionally checked below)	
<input type="checkbox"/> \$50 Deductible Option	<input type="checkbox"/> \$0 Deductible Option
STANDARD SURCHARGES	
<input type="checkbox"/> 4WD/AWD	<input type="checkbox"/> Light Commercial Use
<input type="checkbox"/> Turbo/Super	<input type="checkbox"/> Dual Wheel
<input type="checkbox"/> Diesel	<input type="checkbox"/> Lift Kit
<input type="checkbox"/> Domestic Trucks & Vans 1 Ton and over	<input type="checkbox"/> Tire & Wheel Road Hazard
<input type="checkbox"/> Paintless Dent Removal	
<input type="checkbox"/> Front Windshield	
DEALERSHIP	
Issuing Dealer	
Street Address	
City, State, Zip	

YOUR RESPONSIBILITIES: Service and maintain Your Vehicle as recommended by the Manufacturer. Verifiable invoices from a licensed service facility, showing dates, mileage and service performed, must be kept and may be required to establish coverage. If you do the servicing yourself, a log and verifiable receipts for parts and fluids must be kept and may be required. In Washington, the implied warranty of merchantability on the motor vehicle is not waived if this Service Contract has been purchased within 90 days of the purchase date of the Vehicle from the Issuing Dealer who also sold the Vehicle covered by this Service Contract. In order to claim benefits, follow the procedure on page 4, HOW TO MAKE A CLAIM.

I hereby declare that I have fully read the terms of this Service Contract (pages 1-4 and the applicable STATE CHANGES section) Including: (1) COVERED PARTS, (2) WHAT IS NOT COVERED AND NON-COVERED PARTS, (3) Term and Mileage Expiration, (4) the Arbitration Agreement, (5) Refunds (6) the Limit of Liability, I understand and accept all the provisions therein. There have been no other oral or written agreements or representations made other than those expressly contained in this Service Contract. Purchase of this Service Contract is optional, and not required to obtain financing.

Service Contract Purchaser's Signature _____ Date _____

Issuing Dealer's Authorized Representative Signature _____ Date _____

OPTIONAL COVERAGE
(ELIGIBLE UP TO 5 MODEL YEARS OLD AND 60,000 MILES AT TIME OF SALE)

1. TIRE & WHEEL ROAD HAZARD COVERAGE: This coverage provides Vehicle tire repair or replacement when damaged by a Road Hazard, including conditional Vehicle wheel replacement. A Road Hazard is defined as: objects and road conditions such as potholes, rocks, nails, metal parts, wood debris, plastic or composite scraps, or any item causing tire damage other than normal wear and tear.

TIRE Coverage Limit: For the term of Your Service Contract, this coverage provides up to \$50 per incident for the repair of a flat tire damaged by a Road Hazard. If the Road Hazard damaged tire is non-repairable and has more than 3/32nds of tread depth remaining, it is eligible for replacement with a comparable new tire – limited to five (5) replacements during the term of the Service Contract. The tire replacement benefit also includes up to \$25 for mounting, balancing, valve stem, taxes and fees. The tire should be returned to the Issuing Dealer - where the tire benefit will be based on the average retail tire value, as determined by Us, for the replacement of the covered Vehicle tire with one of "like kind and quality." If the replacement tire is upgraded beyond OEM standards or exceeds "like kind and quality" replacement value We reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM tire.

WHEEL Coverage Limit: For the term of the Service Contract, this coverage provides for conditional wheel damage. If the wheel on which the covered damaged tire was mounted does not hold air after the tire was repaired, the wheel must be inspected for replacement consideration. Coverage for the replacement of the wheel will be based on the retail replacement value, as determined by Us, for the covered Vehicle wheel with one of "like kind and quality." If the replacement wheel is upgraded beyond OEM standards or exceeds "like kind and quality" replacement value, We reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM wheel.

The aggregate combined Tire and Wheel Benefit for the term of the Service Contract shall not exceed \$2500. Benefits are limited to the original set of tires and wheels on the Vehicle at the time of purchase and/or any documented new replacement tires purchased for the Vehicle during the term of the Service Contract.

2. PAINTLESS DENT REMOVAL ("PDR"): PDR is a process that uses specialized tools to push dented metal on Your Vehicle back to its original form without harming the vehicle's factory finish. Most small dents and dings can be removed using the PDR process. Dents that cannot be repaired using the PDR process are not covered by this Service Contract, and must be repaired at a traditional body shop (See WHAT IS NOT COVERED AND NON-COVERED PARTS section of this Service Contract).

Coverage Limits: Coverage applies to vertical panels only. As long as conditions herein are met and the damage can be repaired through the PDR process, there are no limitations as to the number of PDR repairs You may receive within the term of this Service Contract.

~~Pre-Owned VEHICLE coverage begins sixty (60) days AFTER Service Contract Purchase Date and expires in conjunction with the expiration of the Service Contract.~~ To arrange for service under this Service Contract, You must first call the Claims Service, shown in HOW TO MAKE A CLAIM, to obtain prior authorization. Once authorization is granted, You will be contacted by a qualified technician. YOU MAY NOT SEEK SERVICE FROM ANY OTHER VENDOR, OR RECEIVE ANY PDR PROVISION OF SERVICE UNDER THIS SERVICE CONTRACT, WITHOUT PRIOR APPROVAL. Your Vehicle must be returned to Your Issuing Dealer's location or a participating repair facility to obtain service.

3. FRONT WINDSHIELD REPAIR: Provides coverage for the repair of chips and/or cracks caused by propelled rocks or road hazard debris while driving on public roads, streets and highways. Coverage also includes stress cracks or breakage caused by extreme temperature changes, highway potholes, or road hazards. (Excluded: damage from collisions, hail, weather related circumstances, factory defects, or windshield damage other than that listed.)

Coverage Limits: For the TERM of the Service Contract, coverage includes windshield repair coverage up to \$100.00 per incident, at three (3) uses per year. A total program benefit of \$500.00 applies for the TERM of this Service Contract. Benefit coverage is for front windshield glass repairs only. Cracks and/or breaks exceeding six (6") inches in length are considered "non-repairable" and not covered by this Service Contract. ~~Pre-Owned plans coverage begins sixty (60) days AFTER the Service Contract Purchase Date and expires in conjunction with the expiration of the Service Contract.~~

OPTIONAL COVERAGE is not available in all states. See STATE CHANGES beginning at page 4 for your state. Also see WHAT IS NOT COVERED AND NON-COVERED PARTS section of this Service Contract for other exclusions that may apply.

COVERED PARTS

The coverage provided by this **Service Contract** supplements the new **Vehicle** warranty provided by the manufacturer to the original owner of the covered **Vehicle**. After the expiration of the new **Vehicle** warranty and before the expiration of this **Service Contract**, **We** will, upon payment of the deductible amount per visit selected on the front of this **Service Contract**, make any necessary repairs to the **Vehicle**, excepting any parts and Breakdowns listed under the sections of this **Service Contract** entitled “What Is Not Covered” and “Exclusions – What This **Vehicle Service Contract** Does Not Cover”.

PLAN BENEFITS

Rental reimbursement is based on labor time charged due to the repair(s). Rental will not be authorized until the repairs have been authorized by Us. One-day rental is allowed for parts delay, inspection of breakdown, and/or the first 8 hours or fraction thereof, of mechanical labor performed. An additional day of rental will be authorized for every additional 8 hours of labor time charged to do the repairs. TO RECEIVE RENTAL BENEFITS YOU MUST SUPPLY OBLIGOR WITH A RECEIPT FROM A LICENSED RENTAL AGENCY. The limit on this reimbursement is up to \$25 per day for up to 6 days per Mechanical Breakdown or series of Mechanical Breakdowns related in time or cause.

Complimentary 24-Hour **ROADSIDE ASSISTANCE** Toll Free (888) 233-2371 - If Your **Vehicle** is in need of non-accident related Roadside Assistance, **You** must call the toll-free number listed above for service. For the term of this **Service Contract**, the following benefits are available 24-hours a day, 365 days a year, anywhere in the United States and Canada:

1. Towing Assistance
2. Jump Starts
3. Flat Tire Changes (with customer's inflated spare)
4. Vehicle Fluid Delivery - cost of fluids extra
5. Lock-out Assistance - key cuts/replacement extra
6. Concierge Service - courtesy help & emergency phone call support to relatives, police, etc.

A Maximum Benefit of \$100 per incident applies. Only requests for services dispatched through the above listed number will be honored. (Services are not provided in areas where state providers are exclusively utilized, such as selected state toll-roads or highways.) No Deductible is applied.

DEFINITIONS

- Issuing Dealer/Service Contract Seller:** means the entity who sells this **Service Contract** to **You**.
- Mechanical Breakdown:** means the failure of a covered part due to a defect in the part or faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A **Mechanical Breakdown** does not include gradual reduction in operation performance as a result of normal wear and usage when no **Mechanical Breakdown** has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a **Mechanical Breakdown** will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the **Mechanical Breakdown** is covered under the terms of this **Service Contract**, **We** will also pay the reasonable cost to tear down/disassemble.
- Motor Vehicle/Vehicle:** means the **Vehicle** covered by this **Service Contract**, as identified in the Declarations section.
- Obligor/Service Provider:** means the entity that is contractually obligated to **You** under the terms of this **Service Contract**. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this **Service Contract** is between **You** and WG Dealer Services. In Florida and Oklahoma, this **Service Contract** is between **You** and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this **Service Contract** is between **You** and Protective Administrative Services, Inc. In Maine this **Service Contract** is between **You** and the **Issuing Dealer**. In all other states, this **Service Contract** is between **You** and Western General Dealer Services, Inc. (CA Lic. #0E39085).
- Service Contract Purchase Price/Provider Fee:** means the price paid by **You** for the purchase of this **Service Contract**.
- Service Contract:** means this **Service Contract** and **Your** completed in the Declarations section.
- Service Contract Purchaser/Holder:** means the purchaser of this **Service Contract** as named in the Declarations section.
- We, Us, or Our:** means the **Obligor/Service Provider**. In Maine **We, Us, or Our** means the **Issuing Dealer**.
- You or Your:** means the **Service Contract Purchaser/Holder** as named in the Declarations section.

WHAT IS NOT COVERED

THE FOLLOWING ARE NOT COVERED BY THIS SERVICE CONTRACT: PAINT/CARPETING; FRAME OR STRUCTUAL SEPARATION; MANUAL/HYDRAULIC CLUTCH ASSEMBLY; SHOCK ABSORBERS; TRIM; HOSES AND RUBBER PARTS; FIBERGLASS TOP; ANY REPOSITIONING, REFITTING OR REALIGNING; MOLDINGS; DISTRIBUTOR CAP/ROTOR; TIRES/WHEELS (EXCEPT OPTIONALLY SELECTED IN THE DECLARATIONS SECTION); AIRBAG/SUPPLEMENTAL RESTRAINT SYSTEMS; LENSES; BATTERY AND CABLES; ALL MAINTENANCE SERVICE AND ITEMS SUCH AS ALIGNMENTS, WHEEL BALANCES, ENGINE TUNE-UPS, SPARK/GLOW PLUGS, PLUG WIRES, BRAKE PADS, LININGS & SHOES, FILTERS, LUBRICANTS, COOLANTS, HOSES AND BELTS; BRIGHT METAL; LIGHT BULBS/HEADLIGHTS; EXHAUST SYSTEM; WEATHER STRIPPING; BODY PANELS; BRAKE ROTOR/DRUMS NORMAL FLUID/OIL LUBRICANT SEEPAGE; CANVAS, VINYL OR FABRIC TOPS, SHOP SUPPLIES, HAZARDOUS WASTE REMOVAL; BODY ADJUSTMENTS; BUTTONS, HANDLES, DOOR HINGES, GLASS (EXCEPT OPTIONALLY SELECTED IN THE DECLARATIONS SECTION); SERVICE ADJUSTMENTS AND CLEANING.

EXCLUSIONS – WHAT THIS SERVICE CONTRACT DOES NOT COVER

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on pages 1 or 2 as a “Covered Part”; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc. as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repair, so that the actual mileage cannot be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for commercial purposes such as hauling, hauling for hire, delivery, shuttle, taxi or limousine service, law enforcement services, emergency services, security services, snow plowing, cable installation or removal, or any Vehicles which are rented; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine's compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); **(9) pre-existing conditions (all covered parts under this Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract)** (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers, except when required in conjunction with a covered repair; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under “YOUR RESPONSIBILITIES” in the Declarations section; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly, exhaust system, belts and hoses; glass (except front windshield if Optional Front Windshield coverage has been selected in the Declarations section), lenses, sealed beams, tires, trim, moldings, bright metal, upholstery and paint;

WHEN TIRE & WHEEL ROAD HAZARD, PAINTLESS DENT REMOVAL, AND FRONT WINDSHEILD REPAIR COVERAGE IS SELECTED AS SHOWN ON PAGE 1, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY - ABOVE EXCLUSIONS APPLY IN ADDITION TO THE FOLLOWING: (A) Tires with less than 3/32nds tread depth remaining; (B) run-flat tires; (C) repairs/replacements covered by a manufacturer, service agreements, a primary insurance policy or warranty - including the repair or replacement of a tire by any manufacturer's warranty or for any other coverage or reason the manufacturer, importer, distributor or seller repairs or replaces the tire/wheel at its expense or at a reduced cost; (D) tire or wheel replacement exceeding the manufacturer's Vehicle specifications; (E) damage caused by: sidewall/curb impact, rim pinches, improper inflation/balancing/alignment, Vehicle accident or collision, off-road/unpaved road use, negligence, abuse, misuse, tire chains, racing, fire, theft or vandalism; (F) damage to attaching hardware, wheel covers or "space saver" style spare tires; (G) disposal charges, wheel alignments, tire rotations, storage or freight charges; (H) any claim if Your Vehicle is used for police or emergency service, snow removal, for hire, commercial delivery/service/repair, rental purposes, towing a trailer or another Vehicle - unless Your Vehicle is equipped for this as recommended by the manufacturer; (I) any incidental or consequential damages or costs incurred repairing or replacing a tire/wheel; (J) liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether or not related. (K) The following are excluded from Paintless Dent Repair ("PDR") coverage: Dents exceeding 4 inches in diameter are considered non-repairable through the PDR process; environmental damage including rust, corrosion, hail, and damage from chemicals; chrome or unpainted portions of Your Vehicle, glass, plastic, or other non-metal exterior sections of the Vehicle body or attached to the Vehicle body; any damage to the interior of the Vehicle, or the undercarriage of the Vehicle; chips, cracks or other damage to the paint on the surface of the Vehicle; dents, dings or creases that will damage the body or paint finish if the PDR system is utilized; dents or dings that are not capable of being completely repaired by the PDR process; dents or dings that must be repaired using putty, sanding, bonding, primer, or paint; dents or dings where access is restricted due to manufacturer-installed bracing, double metal panels, aftermarket installations or other access limitations; dents or dings that were on the Vehicle at the time this Service Contract was purchased. **The suppliers providing products and services for Tire & Wheel Road Hazard, Paintless Dent Removal, and Front Windshield Repair programs are independent contractors and are not agents or employees of the Obligor or any of its affiliates; neither Obligor nor its affiliates are liable for the acts, errors, omissions, representations, products, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage or other damages or expenses resulting therefrom.**

LIGHT COMMERCIAL USE

A LIGHT COMMERCIAL USE VEHICLE IS DEFINED AS A VEHICLE REGISTERED TO A BUSINESS AND/OR FOR BUSINESS PURPOSES. VEHICLES THAT ARE USED IN EXCESS OF MANUFACTURERS G.V.W. OR FOR EXCESSIVE HAULING AND PULLING ARE EXCLUDED FROM COVERAGE HEREUNDER. TOW TRUCKS, SNOWPLOWs, TAXIS, AND POLICE VEHICLES ARE SPECIFICALLY EXCLUDED FROM COVERAGE HEREUNDER.

GENERAL PROVISIONS

Deductible - Your deductible is \$100 or as optionally selected in the Declarations section. Your Deductible will be applied for each REPAIR VISIT. You will be assessed one deductible per visit. No deductible will be applied to Rental Benefits provided in conjunction with the repair of a part covered by the Manufacturer's Warranty that is also covered by this **Service Contract**. No deductible applies to Tire & Wheel Road Hazard, Paintless Dent Removal, Front Windshield Repair coverage or Roadside Assistance benefits. **Manufacturer's Deductible Reimbursement** - In the event that You are charged a deductible for claims against the Original Manufacturer's Warranty and the repaired part is covered by this **Service Contract**, You will be reimbursed up to \$100 per occurrence.

Payment for Covered Repairs - In the event of a **Mechanical Breakdown** of a covered part, We under this **Service Contract** will at its option, repair, replace, pay for, or reimburse You or the repair facility for the reasonable cost to repair or replace such covered parts less Your deductible, if any, as shown in the Declarations section. This **Service Contract** does not obligate the **Issuing Dealer** or any party to provide coverage for any parts or services not listed as covered herein, including parts and services which may be necessary to preserve or maintain the utility, performance, or proper operation of the **Vehicle** under normal operation and service. The maximum allowance for covered repair time is governed by established industry time and labor guides. Repairs and/or replacements will be made with parts of like kind and quality. **The Claims Service may elect to provide repairs and/or replacements with new parts or parts of like kind and quality (i.e., rebuilt, remanufactured or used parts).**

Service Contract Territory - This **Service Contract** applies to a **Mechanical Breakdown** or failure occurring only within the United States and Canada.

Term and Mileage Expiration - This **Service Contract** is effective on the Effective Date at 12:01 a.m. and expires based on either elapsed time from the Effective Date at 12:01 a.m., or when the **Vehicle** has accumulated the total mileage limitation from mile zero (0), whichever occurs first. A portion of the term of this **Service Contract** may run concurrent with the Manufacturer's Warranty.

Right to Recover - If anything is paid under this **Service Contract** and You have the right to recover from another party, Your rights become subrogated to Us up to the amount paid. **No Benefit to Bailee** - This **Service Contract** shall not directly or indirectly benefit any carrier or bailee.

Arbitration Agreement - In the event that any claim remains unresolved following the procedures set forth in the "Notice" section, then any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of this **Service Contract's** effective date (www.adr.org). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

Limit of Liability - THERE IS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE including, but not limited to: injury, loss of life, property damage, loss of use, loss of time, inconvenience or commercial loss, or breach of implied warranties, which result from a covered or non-covered **Mechanical Breakdown** under the terms of this **Service Contract** and such liability is expressly excluded. This **Service Contract** is NOT a warranty and does NOT guarantee the utility or performance of the **Vehicle**. The liability for any **Mechanical Breakdown** shall not exceed the actual cash value of the **Vehicle** at the time of a **Mechanical Breakdown**. The total of all benefits paid or payable during the term of this **Service Contract** shall not exceed the **Vehicle** purchase price.

HOW TO TRANSFER, OR CANCEL AND RECEIVE A REFUND

Transfer - This **Service Contract** is transferable, one time only, to a Private Party Purchaser (the approved transferee) You sell the **Vehicle** to while this **Service Contract** is still in force. To transfer You must give Us, a \$55 Transfer Fee and a Bill of Sale along with a completed Transfer Form (provided by the Us) within 30 days of sale of the **Vehicle**, and provided You include with Your transfer request evidence that You have also effected a transfer of the Manufacturer's Warranty, (if the Manufacturer requires transfer). Refund rights do not apply after transfer.

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

If a lien is outstanding against the described Vehicle and/or this **Service Contract** itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. **If the Vehicle has been sold to a Dealer or non-Private Party Purchaser, or has been deemed a total loss, it is Your responsibility to contact the Obligor for a refund (800) 242-9442.**

OPTION TO PURCHASE ANOTHER SERVICE CONTRACT WHEN CURRENT SERVICE CONTRACT EXPIRES

You may request to purchase another **Service Contract** from the **Issuing Dealer** only if the following criteria are satisfied. 1) The purchase must be made at least 30 days and 1,000 miles prior to the expiration of the current **Service Contract**. 2) The **Vehicle** is made available for inspection at Our request. 3) The **Vehicle** must qualify for the terms of this **Service Contract** based on mileage and age of the **Vehicle** when the request for future coverage is made. 4) Service records may be requested. 5) Cost of the new **Service Contract** will be based on the current rates. 6) Any questions or to purchase a **Service Contract**, contact **Issuing Dealer**.

HOW TO MAKE A CLAIM

CLAIMS SERVICE PHONE NUMBER AND ADDRESS: Nationwide Toll Free (800) 242-9442. P.O. Box 4493, Woodland Hills, CA 91365.

CLAIMS SERVICE BUSINESS HOURS: Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.

AFTER HOURS CLAIMS SERVICE: For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section C. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours.

It is a condition for coverage that BEFORE ANY REPAIR or replacement is made, You (or the chosen Repair Facility) MUST GIVE NOTICE TO THE CLAIMS SERVICE. NO REPAIR OR REPLACEMENT SHALL BE PERFORMED UNLESS FIRST APPROVED BY THE CLAIMS SERVICE. The Claims Service shall have a reasonable period of time to exercise its option to inspect the Vehicle.

- A. In the event of a claim for Tire & Wheel Road Hazard, Paintless Dent Removal, or Front Windshield repair, You MUST follow this procedure:**
- 1. Return Your Vehicle and/or the tire to the Issuing Dealer and present a copy of this Service Contract.**
 - 2. In the event You cannot return Your Vehicle to the Issuing Dealer, You must contact the Claims Service to direct You to a service company equipped to complete a covered repair.**
 - 3. Coverage for Paintless Dent Removal repair and Front Windshield repair REQUIRES ADVANCED SCHEDULING. CONTACT THE CLAIM SERVICE DURING BUSINESS HOURS.**
- B. In the event of a Mechanical Breakdown, You MUST follow this procedure:**
- 1. You must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered Mechanical Breakdown, You must bear the cost of tear down and any corrective repairs and/or reassembly. If the Mechanical Breakdown is covered under this Service Contract, We will also pay the reasonable cost to tear down.**
 - 2. Return Your Vehicle to the Issuing Dealer or any licensed repair facility and present a copy of this Service Contract. Contact the Claims Service at the above number before repairs begin.**
 - 3. Provide receipts for required maintenance servicing. (See “Your Responsibilities” in the Declarations section)**
 - 4. Pay the applicable deductible and any other non-covered charges.**
- C. FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:**
- 1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.**
 - 2. You or the Repairer must contact the Claims Service at the above number before repairs begin, have Your Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.**
 - 3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.**
 - 4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.**
 - 5. If Claims Service re-opens before repairs to Your Vehicle are completed You MUST IMMEDIATELY contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.**

Travel Guard Claim Payment Benefit - In the event **You** are unable to return the **Vehicle** to **Your Issuing Dealer**, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.

NATURE OF AGREEMENT: **You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to **Service Contract**.

NOTICE: The obligations and promises contained within this **Service Contract** are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within sixty (60) days the date proof of loss was filed.

STATE CHANGES

If **You** purchased this **Service Contract** in any of the following states, this **Service Contract** is amended as indicated below:

ALABAMA: The Refunds provision is amended by revising the processing fee to \$25.00

The following is added to the Refunds provision: A processing fee will only be charged for cancellations requested by **You**. It will not apply to cancellations initiated by **Us**. A 10% penalty will be added to any refund not paid or credited within 45 days.

ALASKA: The Refunds provision is amended to state that the processing fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If **We** cancel this **Service Contract**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least 60 days before the effective date of cancellation. However, if **We** cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by **You** to provide the information necessary to determine the **Service Contract** purchase price, **We** will mail a written notice of cancellation to **You** at **Your** last known address before the 20th day proceeding the effective date of cancellation. If **We** cancel this **Service Contract** for conviction of **You** of a crime, fraud or material misrepresentation made by **You** or a representative of **You** in obtaining this **Service Contract** or by **You** in pursuing a claim under this **Service Contract**, written notice shall be mailed to **You** at **Your** last known address at least 10 days before the effective date of the cancellation.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

ARIZONA: The following sentence is added to the Refunds provision: If **You** are unable to recover a refund from the **Issuing Dealer**, **You** may request from **Us** a refund of the **Service Contract** purchase price.

The following is deleted from the Refunds provision: The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The following language is deleted from the Transfer provision: Refund rights do not apply after transfer.

The following is added to the Arbitration Agreement provision: The Arbitration Agreement does not preclude **You** from pursuing any assistance and/or remedies available to **You** from the Arizona Department of Insurance. The Arbitration Agreement relates to **Your** legal remedies and does not preclude **You** from seeking any other non-legal remedy, such as but not limited to, assistance from the Arizona Department of Insurance or Better Business Bureau, mediation, or any other administrative remedies available under Arizona law. The venue for any complaint filed by an Arizona resident shall be Arizona.

Under “EXCLUSIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER”,

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #9 is deleted in its entirety.

Exclusion #10 is deleted and replaced with the following: (10) A **Vehicle** that **You** have modified, or that **You** are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.

The last sentence of the Notice provision is deleted and replaced with the following:

You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days. Agreement does not preclude **You** from pursuing any assistance and/or remedies available to **You** from the Arizona Department of Insurance.

ARKANSAS – NOTICE TO PURCHASER: The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a motor **Vehicle**.

The following is added to the Right to Recover provision: **We** shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

CALIFORNIA: The following disclosure is added to this Service Contract: All coverages under OPTIONAL COVERAGE are limited to repair or replacement for damages caused by road hazards.

The refund provision is deleted and replaced with the following:
Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of this **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.

This **Service Contract** may be cancelled by **Us** for any reason within 60 days of the **Service Contract** purchase date if **We** mail a notice postmarked before the 61st day after the date **You** purchased this **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, **We** shall refund the full purchase price stated on this **Service Contract** within 30 days from the date of cancellation. However, if **We** have paid a claim, or has advised **You** in writing that it will pay a claim, it shall provide a pro-rata refund, less the amount of any claims paid prior to cancellation.

Any cancellation refunds will be made payable to the lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Roadside Assistance provided through Emergency Response Marketing at (888) 233-2371.

The Notice provision is deleted and replaced with the following: NOTICE: Performance to **You** under this **Service Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is, Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800)927-4357.

COLORADO: This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W822-0307.

CONNECTICUT: Resolution of Disputes: If **You** are not satisfied with **Our** resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.

The following is added to the Refunds provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed.

The following is added to the Term and Mileage Expiration provision: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.

The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, to provide a warranty covering certain classes of used motor VEHICLES as follows:
Used VEHICLES with a sale price of \$3,000 but less than \$5,000: Provides coverage for 30 days or 1,500 miles, whichever comes first.
Used VEHICLES with a sale price of \$5,000 or more: Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase this **Service Contract**, which may provide **YOU** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

FLORIDA: Under Optional Coverage items 2. & 3., Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in Florida.

In Florida We, Us and Our means Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365.

If the **Issuing Dealer** is out of business, please advise the Claims Service, and the disappearing deductible will be honored even though repairs were completed by an entity other than the **Issuing Dealer**. Please contact the Claims Service before obtaining service, and notify them that the **Issuing Dealer** for **Your Service Contract** is no longer in business. The Claims Service will direct **You** to a participating dealer in **Your** area who will honor the disappearing deductible that **You** selected.

Under Plan Benefits, Complimentary 24-Hour Roadside Assistance, item 6. Concierge Service, is deleted in its entirety. This benefit is not available in Florida.

The "Refunds" provision is deleted and replaced with the following:
Refunds
Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and **We** agree to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Within the first 60 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less any claims paid and less an administrative fee of five percent (5%) of this **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**.

If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.

After this **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of this **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The Transfer provision is amended by revising the transfer fee to \$40.00.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and non-binding. The venue for arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.

GEORGIA: Under Optional Coverage items 2. & 3., Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in Georgia.

The Refunds provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service Contract**, **You** must: a. Mail this **Service Contract** to **Us** along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide **Us** with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by **Us**. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer.

The Arbitration Agreement provision is deleted in its entirety.

Under, "EXCLUSIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER",
Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under this **Service Contract** must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

HAWAII: Under Optional Coverage items 1., 2 & 3., Tire & Wheel Road Hazard Coverage, Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverage are not available in Hawaii.

The following is added to the Refunds provision: **We** may cancel this **Service Contract** by mailing **You** at least five (5) days prior notice to **Your** last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of **Service Contract** purchase price; (b) a material misrepresentation by **You** to **Us**; or (c) a substantial breach of duties by **You** relating to the **Vehicle**. A 10% penalty per month will be added to any refund not paid or credited within 45 days after the return of this **Service Contract**.

The following language is added to this **Service Contract**: Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale - Provides Coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale - Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to **this Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

IDAHO – NOTICE TO PURCHASER: The coverage **You** are buying is not required to register or finance a **Vehicle**. Coverage afforded under this motor **Vehicle Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS: The **Refunds provision amended by revising the processing fee to 10% of the Service Contract purchase price or \$35.00 whichever is less.**

INDIANA: The following is added to this **Service Contract**: **Your** proof of payment to the **Issuing Dealer** or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

IOWA: Pursuant to the Iowa Motor **Vehicle Service Contracts** Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Securities Bureau, 340 East Maple Street, Des Moines, Iowa 50319-0066, (515) 281-4441.

KANSAS: Under Optional Coverage items 1., 2 & 3., Tire & Wheel Road Hazard Coverage, Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverage are not available in Kansas.

Under Plan Benefits Alternate Transportation, Trip Interruption and Roadside Assistance coverages are deleted in their entirety. These coverages are not available in Kansas.

KENTUCKY: Under Optional Coverage items 1., 2. & 3., Tire & Wheel Road Hazard Coverage, Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. Under Plan Benefits Roadside Assistance items 2-6 are deleted in their entirety. These coverages are not available in Kentucky. Under PLAN BENEFITS, “Alternate Transportation”, “Trip Interruption” and under “Roadside Assistance” item 1., Towing, are only available in Kentucky if the benefit is directly related to a loss resulting from defects in material or workmanship.

LOUISIANA: Under Optional Coverage item 3., Front Windshield Repair, is deleted in its entirety. Front Windshield Repair coverage is not available in Louisiana.

The Refunds provision is deleted and replaced with the following:

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer. After this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

MASSACHUSETTS: NOTICE TO PURCHASER: The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the **Issuing Dealer** of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.

The following is added to item 1, 2 and 3 under Optional Coverage:

Tire & Wheel Road Hazard, Paintless Dent Removal and Front Windshield Repair coverage do not cover a property and casualty related loss, such as a loss due to theft, vandalism or collision.

The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

The Refunds provision is amended by deleting the processing fee. A processing fee for cancellations will not be charged in Massachusetts.

The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.

The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.

Under Exclusions – What this Service Contract does not cover the following is added to exclusion #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

MINNESOTA: MINNESOTA AMENDMENT: Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor **Vehicle** has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor **Vehicle** has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request.

The following is added to the Refunds provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

The following sentence is deleted from the definition of **Mechanical Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.

The Exclusions – What this Service Contract does not cover provision is amended as follows:

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #7 is deleted and replaced with the following: “(7) damage and/or failures caused by insufficient levels of fluids, lubricants, or coolants.”

Exclusions # 9, 16 and 19 are deleted.

The phrases“...but not limited to...” and “...such as...” are deleted wherever they appear in this **Service Contract**.

MISSISSIPPI: The Arbitration Agreement provision is voluntary and non-binding.

MISSOURI: The following language is added to the Refunds provision: If this **Service Contract** is cancelled we shall mail you a written notice of cancellation within 15 days of the date of termination. A 10% penalty per month shall be added to a refund that is not paid within thirty (30) days of the return of this **Service Contract**.

The following is added to the Arbitration Agreement provision: Arbitration shall be held in the county of **Your** residence or place of business unless **You** have no residence or place of business, then the arbitration will be held in a location as provided under Missouri law. Arbitration is voluntary. **You** are bound by the arbitration only when **You** have elected to arbitrate and a lawful and binding arbitration follows.

The Notice provision is deleted and replaced with the following: **Our** obligations under this **Service Contract** are guaranteed under a service contract reimbursement insurance policy. If **We** fail to pay or provide service within 60 days after proof of loss has been filed, **You** are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll-free at 1-800-950-6060.

MONTANA: The following is added to the refunds provision:
We shall mail a written notice to You at Your last-known address contained in Our records at least 5 days prior to the cancellation by Us. Prior notice is not required if the reason for cancellation is for:
a. nonpayment of the Service Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

NEBRASKA: THE OBLIGATIONS AND PROMISES CONTAINED WITHIN THIS **SERVICE CONTRACT** ARE BACKED BY LYNDON PROPERTY INSURANCE COMPANY, 14755 N. OUTER FORTY ROAD, SUITE 400, ST. LOUIS, MO 63017. TOLL FREE (800) 950-6060. YOU MAY FILE A CLAIM WITH THIS INSURANCE COMPANY IF ANY PROMISE MADE IN THIS **SERVICE CONTRACT** HAS BEEN DENIED OR HAS NOT BEEN HONORED WITHIN SIXTY (60) DAYS THE DATE PROOF OF LOSS WAS FILED.

The Arbitration Agreement provision is deleted in its entirety and replaced with the following: Any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision has been rendered, either party may demand a right to a trial. The demand must be made within 30 days of service of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will be binding.

NEVADA: The following is added to the Refunds provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **vehicle** does not meet the eligibility and underwriting guidelines of the Obligor's Insurer. In the event of cancellation, you will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by You in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after We mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to You within 60 days after the return of this **Service Contract**. If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact **Us** for further information).

NEW HAMPSHIRE: Under Optional Coverage items 2. & 3., Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in New Hmapshire.
Under Optional Coverage, item 1, Tire & Wheel Road Hazard Coverage, the following language is added:
Tire & Wheel Road Hazard does not cover a property and casualty related loss, such as a loss due to theft, vandalism or collision.
The following is added to the Notice provision: In the event **You** do not receive satisfaction under this **Service Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

NEW MEXICO: The following is added to the Refunds provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **vehicle** does not meet the eligibility and underwriting guidelines of the Obligor's Insurer. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**

NORTH CAROLINA: The Refunds provision is amended by revising the processing fee to \$35.00 or 10% of the refund amount, whichever is less.

NORTH DAKOTA: Under Optional Coverage items 2. & 3., Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in North Dakota.

OHIO: Under Optional Coverage items 1., 2. & 3., Tire & Wheel Road Hazard Coverage, Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in Ohio.

OKLAHOMA: NOTICE TO PURCHASER: This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.
The Refunds provision is deleted and replaced with the following:
Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made. If you cancel this Service Contract within sixty (60) days (New Vehicles) or 30 days (Pre-owned Vehicles) or have made a claim within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a processing fee of 10% of the unearned pro rata purchase price or thirty-five dollars (\$35.00),whichever is less, will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. If We cancel this Service Contract 100% of the Service Contract purchase price will be refunded. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.
The following disclosure is added to this Service Contract: Oklahoma does not review commercial service warranty contract language (only personal).

RHODE ISLAND: The following language is added to the **Service Contract: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:**
Used vehicles with less than 36,000 miles at the time of sale - Provides Coverage for 90 days or 4,000 miles, whichever occurs first.
Used vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.
The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Service Contract:** In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

SOUTH CAROLINA: The following is added to the Refunds provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.
The Refunds provision is amended by revising the processing fee to \$25.00.
The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

SOUTH DAKOTA: Under Optional Coverage items 1., 2., & 3., Tire & Wheel Road Hazard Coverage, Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in South Dakota.

TEXAS: The following is added to the Refunds provision: If **We** cancel this **Service Contract** **We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

UTAH: Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Upon **Our** failure to perform under this **Service Contract**, Lyndon Property Insurance Company shall pay, on **Our** behalf, any sums **We** are legally obligated to pay or shall provide any service **We** are legally obligated to perform according to **Our** contractual obligations under this **Service Contract** issued or sold by **Us**.
The following is added to the Refunds provision: If **We** cancel within the first thirty days or for nonpayment at any time, it must provide 10 days notice. If **We** cancel after 60 days, **We** must provide 30 days notice. After 60 days, **We** may only cancel for any of the reasons set forth in Utah Statutes 31A-21-303 (2)(a), including material misrepresentation, fraud, or a substantial breach of a contractual duty or condition.

The following is added to Section C.5 of “How to Make a Claim”: **Your** failure to submit items C.1, C.2, and C.4 within 10 days of completed repairs will not invalidate **Your** claim if **You** can show that it was not reasonably possible to submit those items within 10 days and those items were submitted as soon as reasonably possible.

The terms under which this **Service Contract** may be paid are as follows: The purchase price may be paid in full, financed through **Your** lender, or paid in accordance with a payment plan. The **Issuing Dealer** can explain these payment options to **You**.

The following is deleted from the “How to Make a Claim” section: **NATURE OF AGREEMENT: You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given to it by the Magnuson Moss Warranty-- Federal Trade Commission Improvement Act (Act of January 4, 1975, Public law 93-637) as it relates to **Service Contracts**.

VERMONT: The following is added to the Refunds provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration provision is amended to state that arbitration is binding upon the parties only if both parties agree to the Arbitration process.

VIRGINIA – Under Optional Coverage items 1., 2. & 3., Tire & Wheel Road Hazard Coverage, Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in Virginia.

We do not cover loss due to fraud, dishonesty or any criminal act. This applies whether such act is committed by **You** or by any of **Your** partners, officers, directors, employees, trustees or agents, and whether such person acts alone or in collusion with others. **We** do not cover any loss if the owner has other valid and collectible insurance against such loss or if such loss is covered by any other warranty or **Service Contract**. **We** do not cover any loss which occurs while the covered **Vehicle** is used in any illicit trade or transportation or in the commission of a felony. NOTICE TO DEALER: Issuing Dealers are not permitted to sell **Service Contracts** on LEASED vehicles pursuant to the provisions of Administrative Letters 1982-10 and 1982-16.

WASHINGTON: Under Optional Coverage items 2. & 3., Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in Washington.

The Refunds provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, the **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against the **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the Vehicles odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**.

The following is added to the Arbitration provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with the **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Notice provision is deleted and replaced with the following: **Our** obligations and promises contained within the **Service Contract** are guaranteed by Policy number 55-WA-VW601-0906 issued by Lyndon Property Insurance Company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800) 950-6060.

WEST VIRGINIA: The Arbitration Agreement provision is deleted and replaced with the following:

If We and You do not agree whether coverage is provided under this Service Contract for a claim made by or against You, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will:

- (a) pay its chosen arbitrator; and
- (b) bear the other expenses of the third arbitrator equally.

WISCONSIN - THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The Arbitration Agreement provision is amended to state that the Arbitration process is nonbinding.

The following is added to the Right to Recover provision: **We** shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The following is added to the How to Make a Claim provision:

Notice of loss should be made as soon as reasonably possible and within one year. Failure by you to give notice or obtain prior authorization does not invalidate or reduce a claim unless we are prejudiced by your failure to give notice or obtain prior authorization.

WYOMING: Under Optional Coverage items 2. & 3., Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in Wyoming.

The Refunds provision is deleted and replaced with the following: Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this Service Contract. If a claim has been made against this Service Contract, or after this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to You and the lienholder may be shown as an additional payee. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. If We cancel this Service Contract for any reason other than nonpayment of the Service Contract purchase price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, We shall mail a written notice to You at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to You within 45 days after the return of this Service Contract to Us.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.

The Arbitration Agreement provision is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.



Western General Dealer Services, Inc.
In CO, IA, IL, PA and TN: WG Dealer Services
In FL and OK: Western General Warranty Corporation (FL License #60078)
In LA, WA and WI: Protective Administrative Services, Inc.
P.O. Box 4493, Woodland Hills, CA 91365 (800)242-9442

SELECT
Pre-Owned Vehicle Service Contract
THIS SERVICE CONTRACT IS NOT AN INSURANCE POLICY.

Protective 
Lyndon Property Insurance Company
14755 N. Outer Forty Rd., Ste 400
St. Louis, MO 63017

DECLARATIONS

CONTRACT HOLDER (CUSTOMER INFORMATION)	
Service Contract Purchaser	
Street Address	
City, State Zip	
Phone Number	
COVERED VEHICLE	
Year/Make/Model	Odometer
VIN # (17 Characters)	
Vehicle Purchase Price	Service Contract Price
\$	\$
Lienholder (Must be completed)	
Address	

CONTRACT NO.	2917 -
Effective Date (Purchase Date)	
CONTRACT Term/Mileage _____ Months _____,000 Miles	
\$100 STANDARD DEDUCTIBLE (Unless optionally checked below) <input type="checkbox"/> \$50 Deductible Option <input type="checkbox"/> \$0 Deductible Option	
STANDARD SURCHARGES	
<input type="checkbox"/> 4WD/AWD	<input type="checkbox"/> Light Commercial Use
<input type="checkbox"/> Turbo/Supercharger	<input type="checkbox"/> Dual Wheel
<input type="checkbox"/> Diesel	<input type="checkbox"/> Lift Kit
<input type="checkbox"/> Domestic Trucks & Vans 1 Ton and over	<input type="checkbox"/> Powertrain Only Customer Initial (required for Powertrain Only, Items 1-3)
DEALERSHIP	
Issuing Dealer	
Street Address	
City, State, Zip	

YOUR RESPONSIBILITIES: Service and maintain Your Vehicle as recommended by the Manufacturer. Verifiable invoices from a licensed service facility, showing dates, mileage and service performed, must be kept and may be required to establish coverage. If you do the servicing yourself, a log and verifiable receipts for parts and fluids must be kept and may be required. In Washington, the implied warranty of merchantability on the motor vehicle is not waived if this Service Contract has been purchased within 90 days of the purchase date of the Vehicle from the Issuing Dealer who also sold the Vehicle covered by this Service Contract. In order to claim benefits, follow the procedure on page 4, HOW TO MAKE A CLAIM.
I hereby declare that I have fully read the terms of this Service Contract (pages 1-4 and the applicable STATE CHANGES section) Including: (1) COVERED PARTS, (2) WHAT IS NOT COVERED AND NON-COVERED PARTS, (3) Term and Mileage Expiration, (4) the Arbitration Agreement, (5) Refunds (6) the Limit of Liability, I understand and accept all the provisions therein. There have been no other oral or written agreements or representations made other than those expressly contained in this Service Contract. Purchase of this Service Contract is optional, and not required to obtain financing.

Service Contract Purchaser's Signature _____ Date _____
Issuing Dealer's Authorized Representative Signature _____ Date _____

COVERED PARTS

The following is a list of Covered Parts under this Service Contract (Taxes and fluids needed for authorized repairs are also included):

Powertrain Only Coverage (Items 1 – 3)

- (1) **Engine** – Engine head(s), engine block, cylinder barrels, timing cover, valve cover(s), oil pan, are covered **ONLY if damaged by the failure of an internal, lubricated part.** The following internal, lubricated parts: pistons, pins & rings; connecting rods & bearings; crankshaft & main bearings; camshaft, followers & cam bearings; push rods, valves, springs, replaceable guides, seats & lifters; rocker arms, shafts & bushings; timing gear, chain, tensioners & retainers; eccentric shaft; oil pump. Also covered are the following: timing belt; serpentine belt; water pump; intake & exhaust manifolds; turbo charger; engine mounts & cushions; engine torque strut, harmonic balancer; flexplate; dipstick & tube; all pulleys.
- (2) **Transmission** – Transmission case, transfer case & torque converter case, are covered **ONLY if damaged by the failure of an internal, lubricated Covered Part.** All internal, lubricated parts contained within the cases. Filler tube & dipstick; vacuum modulator; internal linkage; I/C chips.
- (3) **Drive Axle(s)** – Differential housing, transaxle housing, final drive housing, are covered **ONLY if damaged by the failure of an internal, lubricated part.** All internal, lubricated parts contained within the housings. Axle shafts; constant velocity joints (CV); universal joints; drive shafts; locking hubs; locking rings; supports, retainers & bearings.
- (4) **Transfer Case** – Transfer cases and all lubricated parts.
- (5) **AC/Heating** – (Includes only factory or factory authorized-dealer installed equipment) Condenser; compressor, compressor clutch, pulley; clutch coils, evaporator; POA valve; accumulator; orifice; serpentine belt tensioner; temperature control programmer; power module; idler pulley & bearing; ducts and outlet hoses; blower motor; high/low cutoff switches; pressure cycling switch; receiver/dryer.
- (6) **Suspension** – Control arms; control arm shafts, bearings and bushings; radius arm; radius arm bushing; stabilizer bar; stabilizer link; stabilizer bushing; spindle; wheel bearings; torsion bars; upper and lower ball joints; steering knuckles; coil and leaf springs.
- (7) **Steering** – Steering gear box or rack and all internal lubricated parts; power steering pump; steering column shaft, and steering column shaft couplings; cooler & cooler lines; power cylinder; Pitman arm; idler arm; tie rod & ends; link and control valve.
- (8) **Cooling** – Water pump; engine cooling fan motor; radiator fan and fan clutch.
- (9) **Fuel** – Fuel delivery pump; fuel sending unit; fuel injectors; lines, nozzles and fuel tank.
- (10) **Brake** – Non-ABS master cylinder; vacuum assist booster; vacuum brake booster pump; compensating valve; disc brake calipers, wheel cylinders; hydraulic lines; hydraulic line fittings; backing plates; springs, clips and retainers; self-adjusters; linkage and cables; rear actuators.
- (11) **Electrical** – Alternator; generator; voltage regulator; distributor; rear defrost; all relays and solenoids; all electric motors, controllers, switches, delays and pumps; power door locks; cruise control transducer; engagement switches; servo; ignition coil; pole pieces; starter motor; starter solenoid; windshield wiper motors; power window motor, window regulator; wiring harnesses; hand operated switches.
- (12) **Seals & Gaskets** – Leaking seals and gaskets on any covered part listed above. Minor loss of fluid or seepage is considered normal and is not considered a Mechanical Breakdown. **(Not covered on Vehicles with over 125,000 miles at time of sale or when powertrain coverage is selected).**
- (13) **High Tech** – Level control compressor, sensors & limiter valve; pneumatic suspension pump, sensors & valves; ignition module; spark control/ detonation sensors & controller; driver information display & module; moisture control unit & sensors; combination entry system; vehicle manufacturer installed anti-theft device; the following parts of the Anti-locking Brake System (“ABS”): electronic wheel sensors; pump & pressure control module; I/C chips. **(Not covered on Vehicles with over 125,000 miles at time of sale or when powertrain coverage is selected).**

PLAN BENEFITS

Rental reimbursement is based on labor time charged due to the repair(s). Rental will not be authorized until the repairs have been authorized by Us. One-day rental is allowed for parts delay, inspection of breakdown, and/or the first 8 hours or fraction thereof, of mechanical labor performed. An additional day of rental will be authorized for every additional 8 hours of labor time charged to do the repairs. TO RECEIVE RENTAL BENEFITS YOU MUST SUPPLY OBLIGOR WITH A RECEIPT FROM A LICENSED RENTAL AGENCY. The limit on this reimbursement is up to \$25 per day for up to 6 days per Mechanical Breakdown or series of Mechanical Breakdowns related in time or cause.

Complimentary 24-Hour ROADSIDE ASSISTANCE Toll Free (888) 233-2371 - If Your Vehicle is in need of non-accident related Roadside Assistance, You must call the toll-free number listed above for service. For the term of this Service Contract, the following benefits are available 24-hours a day, 365 days a year, anywhere in the United States and Canada:

1. Towing Assistance
2. Jump Starts
3. Flat Tire Changes (with customer's inflated spare)
4. Vehicle Fluid Delivery - cost of fluids extra
5. Lock-out Assistance - key cuts/replacement extra
6. Concierge Service - courtesy help & emergency phone call support to relatives, police, etc.

A Maximum Benefit of \$100 per incident applies. Only requests for services dispatched through the above listed number will be honored. (Services are not provided in areas where state providers are exclusively utilized, such as selected state toll-roads or highways.) No Deductible is applied.

DEFINITIONS

- **Issuing Dealer/Service Contract Seller:** means the entity who sells this Service Contract to You.
- **Mechanical Breakdown:** means the failure of a covered part due to a defect in the part or faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A Mechanical Breakdown does not include gradual reduction in operation performance as a result of normal wear and usage when no Mechanical Breakdown has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a Mechanical Breakdown will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the Mechanical Breakdown is covered under the terms of this Service Contract, We will also pay the reasonable cost to tear down/disassemble.
- **Motor Vehicle/Vehicle:** means the Vehicle covered by this Service Contract, as identified in the Declarations section.
- **Obligor/Service Provider:** means the entity that is contractually obligated to You under the terms of this Service Contract. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this Service Contract is between You and WG Dealer Services. In Florida and Oklahoma, this Service Contract is between You and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this Service Contract is between You and Protective Administrative Services, Inc. In Maine this Service Contract is between You and the Issuing Dealer. In all other states, this Service Contract is between You and Western General Dealer Services, Inc. (CA Lic. #0E39085).
- **Service Contract Purchase Price/Provider Fee:** means the price paid by You for the purchase of this Service Contract.
- **Service Contract:** means this Service Contract and Your completed in the Declarations section.
- **Service Contract Purchaser/Holder:** means the purchaser of this Service Contract as named in the Declarations section.
- **We, Us, or Our:** means the Obligor/Service Provider. In Maine We, Us, or Our means the Issuing Dealer.
- **You or Your:** means the Service Contract Purchaser/Holder as named in the Declarations section.

EXCLUSIONS – WHAT THIS SERVICE CONTRACT DOES NOT COVER

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on pages 1 or 2 as a “Covered Part”; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc. as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repaired, so that the actual mileage cannot be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for commercial purposes such as hauling, hauling for hire, delivery, shuttle, taxi or limousine service, law enforcement services, emergency services, security services, snow plowing, cable installation or removal, or any Vehicles which are rented; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine's compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); (9) **pre-existing conditions (all covered parts under the Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract)** (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers, except when required in conjunction with a covered repair; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under “YOUR RESPONSIBILITIES” on page 1; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly, exhaust system, belts and hoses; (21) glass, lenses, sealed beams, tires, trim, moldings, bright metal, upholstery and paint.

SOME EXAMPLES OF WHAT IS NOT COVERED

Cylinder head(s), cylinder block not damaged by the failure of an internally lubricated moving engine part. Thermostat(s), core expansion/freeze plugs; cylinder head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; shock absorbers, strut inserts or cartridges; radio, telephone and all audio systems, front-end alignment and wheel balancing, belts and hoses, crankshaft key or keyway failure. Battery, brake drums; brake rotors, linings and pads; manual clutch assemblies and their component parts. All fasteners, including but not limited to, bolts, studs, nuts, pins, clips and retainers. Any part not listed as covered, is a NON-COVERED PART.

LIGHT COMMERCIAL

A LIGHT COMMERCIAL USE VEHICLE IS DEFINED AS A VEHICLE REGISTERED TO A BUSINESS AND/OR FOR BUSINESS PURPOSES. VEHICLES THAT ARE USED IN EXCESS OF MANUFACTURERS G.V.W. OR FOR EXCESSIVE HAULING AND PULLING ARE EXCLUDED FROM COVERAGE HEREUNDER. TOW TRUCKS, SNOWPLOWS, TAXIS, AND POLICE VEHICLES ARE SPECIFICALLY EXCLUDED FROM COVERAGE HEREUNDER.

GENERAL PROVISIONS

Deductible - Your deductible is \$100 or as optionally selected in the Declarations section. Your Deductible will be applied for each REPAIR VISIT. You will be assessed one deductible per visit. No deductible will be applied to Rental Benefits provided in conjunction with the repair of a part covered by the Manufacturer's Warranty that is also covered by this **Service Contract**. No deductible applies Roadside Assistance benefits. **Manufacturer's Deductible Reimbursement** - In the event that You are charged a deductible for claims against the Original Manufacturer's Warranty and the repaired part is covered by this **Service Contract**, You will be reimbursed up to \$100 per occurrence.

Payment for Covered Repairs - In the event of a **Mechanical Breakdown** of a covered part, We under this **Service Contract** will at its option, repair, replace, pay for, or reimburse You or the repair facility for the reasonable cost to repair or replace such covered parts less Your deductible, if any, as shown in the Declarations section. This **Service Contract** does not obligate the **Issuing Dealer** or any party to provide coverage for any parts or services not listed as covered herein, including parts and services which may be necessary to preserve or maintain the utility, performance, or proper operation of the **Vehicle** under normal operation and service. The maximum allowance for covered repair time is governed by established industry time and labor guides. Repairs and/or replacements will be made with parts of like kind and quality. **The Claims Service may elect to provide repairs and/or replacements with new parts or parts of like kind and quality (i.e., rebuilt, remanufactured or used parts).**

Service Contract Territory - This **Service Contract** applies to a **Mechanical Breakdown** or failure occurring only within the United States and Canada.

Term and Mileage Expiration - This **Service Contract** is effective on the Effective Date at 12:01 a.m., based on the Odometer Reading at the Effective Date and expires in accordance with the Term/Mileage selected on the declaration page by time or mileage whichever occurs first.

Right to Recover - If anything is paid under this **Service Contract** and You have the right to recover from another party, Your rights become subrogated to Us up to the amount paid. **No Benefit to Bailee** - This **Service Contract** shall not directly or indirectly benefit any carrier or bailee.

Arbitration Agreement - In the event that any claim remains unresolved following the procedures set forth in the "Notice" section, then any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of this **Service Contract's** effective date (www.adr.org). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

Limit of Liability - THERE IS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE including, but not limited to: injury, loss of life, property damage, loss of use, loss of time, inconvenience or commercial loss, or breach of implied warranties, which result from a covered or non-covered **Mechanical Breakdown** under the terms of this **Service Contract** and such liability is expressly excluded. This **Service Contract** is NOT a warranty and does NOT guarantee the utility or performance of the **Vehicle**. The liability for any **Mechanical Breakdown** shall not exceed the actual cash value of the **Vehicle** at the time of a **Mechanical Breakdown**. The total of all benefits paid or payable during the term of this **Service Contract** shall not exceed the **Vehicle** purchase price.

HOW TO TRANSFER, OR CANCEL AND RECEIVE A REFUND

Transfer - This **Service Contract** is transferable, one time only, to a Private Party Purchaser (the approved transferee) You sell the **Vehicle** to while this **Service Contract** is still in force. To transfer You must give Us, a \$55 Transfer Fee and a Bill of Sale along with a completed Transfer Form (provided by the Us) within 30 days of sale of the **Vehicle**, and provided You include with Your transfer request evidence that You have also effected a transfer of the Manufacturer's Warranty, (if the Manufacturer requires transfer). Refund rights do not apply after transfer.

Refunds - Within the first 30 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by You and a full refund will be made if you provide a written request for cancellation to the Issuing Dealer and if no claim has been made against the **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 30 days, a pro-rata refund less a \$35 processing fee will be made, based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the Issuing Dealer. **Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If the Vehicle has been sold to a Dealer or non-Private Party Purchaser, or has been deemed a total loss, it is Your responsibility to contact the Obligor for a refund (800) 242-9442.**

If a lien is outstanding against the described **Vehicle** and/or this **Service Contract** itself, any cancellation refunds will be made payable to the Lienholder. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

OPTION TO PURCHASE ANOTHER SERVICE CONTRACT WHEN CURRENT SERVICE CONTRACT EXPIRES

You may request to purchase another **Service Contract** from the **Issuing Dealer** only if the following criteria are satisfied. 1) The purchase must be made at least 30 days and 1,000 miles prior to the expiration of the current **Service Contract**. 2) The **Vehicle** is made available for inspection at Our request. 3) The **Vehicle** must qualify for the terms of this **Service Contract** based on mileage and age of the **Vehicle** when the request for future coverage is made. 4) Service records may be requested. 5) Cost of the new **Service Contract** will be based on the current rates. 6) Any questions or to purchase a **Service Contract**, contact **Issuing Dealer**.

HOW TO MAKE A CLAIM

CLAIMS SERVICE OFFICE ADDRESS: P.O. Box 4493, Woodland Hills, CA 91365.

CLAIMS SERVICE PHONE NUMBER: Nationwide Toll Free (800) 242-9442.

CLAIMS SERVICE BUSINESS HOURS: Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.

AFTER HOURS CLAIMS SERVICE: For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section B. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours.

It is a condition for coverage that BEFORE ANY REPAIR or replacement is made, You (or the chosen Repair Facility) MUST GIVE NOTICE TO THE CLAIMS SERVICE. NO REPAIR OR REPLACEMENT SHALL BE PERFORMED UNLESS FIRST APPROVED BY THE CLAIMS SERVICE. The Claims Service shall have a reasonable period of time to exercise its option to inspect the **Vehicle**.

A. In the event of a **Mechanical Breakdown**, You MUST follow this procedure:

1. You must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered **Mechanical Breakdown**, You must bear the cost of tear down and any corrective repairs and/or reassembly. If the **Mechanical Breakdown** is covered under this **Service Contract**, We will also pay the reasonable cost to tear down.
2. Return Your **Vehicle** to the Issuing Dealer or any licensed repair facility and present a copy of this **Service Contract**. Contact the Claims Service at the above number before repairs begin.
3. Provide receipts for required maintenance servicing. (See "Your Responsibilities" in the Declarations section)
4. Pay the applicable deductible and any other non-covered charges.

B. FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:

1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.
2. You or the Repairer must contact the Claims Service at the above number before repairs begin, have Your **Vehicle** repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.
3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.
4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.

5. If Claims Service re-opens before repairs to Your Vehicle are completed You MUST IMMEDIATELY contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.

Travel Guard Claim Payment Benefit - In the event **You** are unable to return the **Vehicle** to **Your Issuing Dealer**, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.

NATURE OF AGREEMENT: **You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to **Service Contract**.

NOTICE: The obligations and promises contained within this **Service Contract** are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within sixty (60) days the date proof of loss was filed.

STATE CHANGES

If you purchased this Service Contract in any of the following states, the Service Contract is amended as indicated below:

If **You** purchased this **Service Contract** in any of the following states, this **Service Contract** is amended as indicated below:

ALABAMA: The Refunds provision is amended by revising the processing fee to \$25.00

The following is added to the Refunds provision: A processing fee will only be charged for cancellations requested by **You**. It will not apply to cancellations initiated by **Us**. A 10% penalty will be added to any refund not paid or credited within 45 days.

ALASKA: The Refunds provision is amended to state that the processing fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If **We** cancel this **Service Contract**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least 60 days before the effective date of cancellation. However, if **We** cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by **You** to provide the information necessary to determine the **Service Contract** purchase price, **We** will mail a written notice of cancellation to **You** at **Your** last known address before the 20th day proceeding the effective date of cancellation. If **We** cancel this **Service Contract** for conviction of **You** of a crime, fraud or material misrepresentation made by **You** or a representative of **You** in obtaining this **Service Contract** or by **You** in pursuing a claim under this **Service Contract**, written notice shall be mailed to **You** at **Your** last known address at least 10 days before the effective date of the cancellation.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

ARIZONA: The following sentence is added to the Refunds provision: If **You** are unable to recover a refund from the **Issuing Dealer**, **You** may request from **Us** a refund of the **Service Contract** purchase price.

The following is deleted from the Refunds provision: The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The following language is deleted from the Transfer provision: Refund rights do not apply after transfer.

The following is added to the Arbitration Agreement provision: The Arbitration Agreement does not preclude **You** from pursuing any assistance and/or remedies available to **You** from the Arizona Department of Insurance. The Arbitration Agreement relates to **Your** legal remedies and does not preclude **You** from seeking any other non-legal remedy, such as but not limited to, assistance from the Arizona Department of Insurance or Better Business Bureau, mediation, or any other administrative remedies available under Arizona law. The venue for any complaint filed by an Arizona resident shall be Arizona.

Under "EXCLUSIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER",

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #9 is deleted in its entirety.

Exclusion #10 is deleted and replaced with the following: (10) A **Vehicle** that **You** have modified, or that **You** are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.

The last sentence of the Notice provision is deleted and replaced with the following:

You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days. Agreement does not preclude **You** from pursuing any assistance and/or remedies available to **You** from the Arizona Department of Insurance.

ARKANSAS – NOTICE TO PURCHASER: The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a motor **Vehicle**.

The following is added to the Right to Recover provision: **We** shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

CALIFORNIA: The refund provision is deleted and replaced with the following:

Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of this **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.

This **Service Contract** may be cancelled by **Us** for any reason within 60 days of the **Service Contract** purchase date if **We** mail a notice postmarked before the 61st day after the date **You** purchased this **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, **We** shall refund the full purchase price stated on this **Service Contract** within 30 days from the date of cancellation. However, if **We** have paid a claim, or has advised **You** in writing that it will pay a claim, it shall provide a pro-rata refund, less the amount of any claims paid prior to cancellation.

Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Roadside Assistance provided through Emergency Response Marketing at (888) 233-2371.

The Notice provision is deleted and replaced with the following: NOTICE: Performance to **You** under this **Service Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is, Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800)927-4357.

COLORADO: This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W822-0307

CONNECTICUT: Resolution of Disputes: If **You** are not satisfied with **Our** resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.

The following is added to the Refunds provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed.

The following is added to the Term and Mileage Expiration provision: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.

The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, to provide a warranty covering certain classes of used motor VEHICLES as follows:

Used VEHICLES with a sale price of \$3,000 but less than \$5,000: Provides coverage for 30 days or 1,500 miles, whichever comes first.

Used VEHICLES with a sale price of \$5,000 or more: Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase this **Service Contract**, which may provide **YOU** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

FLORIDA: In Florida We, Us and Our means Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365.

If the **Issuing Dealer** is out of business, please advise the Claims Service, and the disappearing deductible will be honored even though repairs were completed by an entity other than the **Issuing Dealer**. Please contact the Claims Service before obtaining service, and notify them that the **Issuing Dealer** for **Your Service Contract** is no longer in business. The Claims Service will direct **You** to a participating dealer in **Your** area who will honor the disappearing deductible that **You** selected.

Under Plan Benefits, Complimentary 24-Hour Roadside Assistance, item 6. Concierge Service, is deleted in its entirety. This benefit is not available in Florida.

The "Refunds" provision is deleted and replaced with the following:

Refunds

Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and **We** agree to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Within the first 60 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less any claims paid and less an administrative fee of five percent (5%) of this **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**.

If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.

After this **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of this **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The Transfer provision is amended by revising the transfer fee to \$40.00.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and non-binding. The venue for arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.

GEORGIA: Under Optional Coverage items 2. & 3., Paintless Dent Removal and Front Windshield Repair, are deleted in their entirety. These coverages are not available in Georgia.

The Refunds provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service Contract**, **You** must: a. Mail this **Service Contract** to **Us** along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide **Us** with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by **Us**. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer.

The Arbitration Agreement provision is deleted in its entirety.

Under, "EXCLUSIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER",

Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under this **Service Contract** must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

HAWAII: The following is added to the Refunds provision: **We** may cancel this **Service Contract** by mailing **You** at least five (5) days prior notice to **Your** last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of **Service Contract** purchase price; (b) a material misrepresentation by **You** to **Us**; or (c) a substantial breach of duties by **You** relating to the **Vehicle**. A 10% penalty per month will be added to any refund not paid or credited within 45 days after the return of this **Service Contract**.

The following language is added to this **Service Contract**: Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale - Provides Coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale - Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

IDAHO – NOTICE TO PURCHASER: The coverage **You** are buying is not required to register or finance a **Vehicle**. Coverage afforded under this motor **Vehicle Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS: The Refunds provision amended by revising the processing fee to 10% of the Service Contract purchase price or \$35.00 whichever is less.

INDIANA: The following is added to this **Service Contract**: Your proof of payment to the **Issuing Dealer** or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

IOWA: Pursuant to the Iowa Motor **Vehicle Service Contracts** Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Securities Bureau, 340 East Maple Street, Des Moines, Iowa 50319-0066, (515) 281-4441.

KANSAS: Under Plan Benefits, the Rental Reimbursement and Roadside Assistance coverages are deleted in their entirety. These coverages are not available in Kansas.

KENTUCKY: Under Plan Benefits Roadside Assistance items 2-6 are deleted in their entirety. These coverages are not available in Kentucky. Under Plan Benefits Rental Reimbursement and item 1., Towing, of Roadside Assistance, are only available in Kentucky if the benefit is directly related to a loss resulting from defects in material or workmanship.

LOUISIANA: The Refunds provision is deleted and replaced with the following:
Within the first 30 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by You and a full refund will be made if you provide a written request for cancellation to the Issuing Dealer. After this Service Contract has been in effect more than 30 days, a pro-rata refund less a \$35 processing fee will be made, based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.
If a lien is outstanding against the described Vehicle and/or this **Service Contract** itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

MASSACHUSETTS: NOTICE TO PURCHASER: The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the **Issuing Dealer** of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.
The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.
The Refunds provision is amended by deleting the processing fee. A processing fee for cancellations will not be charged in Massachusetts.
The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.
The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.
Under Exclusions – What this **Service Contract** does not cover the following is added to exclusion #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

MINNESOTA: MINNESOTA AMENDMENT: Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor **Vehicle** has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor **Vehicle** has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request.
The following is added to the Refunds provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.
The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.
The following sentence is deleted from the definition of **Mechanical Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.
The Exclusions – What this **Service Contract** does not cover provision is amended as follows:
Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;
Exclusion #7 is deleted and replaced with the following: "(7) damage and/or failures caused by insufficient levels of fluids, lubricants, or coolants."
Exclusions # 9, 16 and 19 are deleted.
The phrases "...but not limited to..." and "...such as..." are deleted wherever they appear in this **Service Contract**.

MISSISSIPPI: The Arbitration Agreement provision is voluntary and non-binding.

MISSOURI: The following language is added to the Refunds provision: If this **Service Contract** is cancelled we shall mail you a written notice of cancellation within 15 days of the date of termination. A 10% penalty per month shall be added to a refund that is not paid within thirty (30) days of the return of this **Service Contract**.
The following is added to the Arbitration Agreement provision: Arbitration shall be held in the county of **Your** residence or place of business unless **You** have no residence or place of business, then the arbitration will be held in a location as provided under Missouri law. Arbitration is voluntary. **You** are bound by the arbitration only when **You** have elected to arbitrate and a lawful and binding arbitration follows.
The Notice provision is deleted and replaced with the following: **Our** obligations under this **Service Contract** are guaranteed under a service contract reimbursement insurance policy. If **We** fail to pay or provide service within 60 days after proof of loss has been filed, **You** are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll-free at 1-800-950-6060.

MONTANA: The following is added to the refunds provision:
We shall mail a written notice to You at Your last-known address contained in Our records at least 5 days prior to the cancellation by Us. Prior notice is not required if the reason for cancellation is for:
a. nonpayment of the Service Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

NEBRASKA: THE OBLIGATIONS AND PROMISES CONTAINED WITHIN THIS **SERVICE CONTRACT** ARE BACKED BY LYNDON PROPERTY INSURANCE COMPANY, 14755 N. OUTER FORTY ROAD, SUITE 400, ST. LOUIS, MO 63017. TOLL FREE (800) 950-6060. YOU MAY FILE A CLAIM WITH THIS INSURANCE COMPANY IF ANY PROMISE MADE IN THIS **SERVICE CONTRACT** HAS BEEN DENIED OR HAS NOT BEEN HONORED WITHIN SIXTY (60) DAYS THE DATE PROOF OF LOSS WAS FILED.
The Arbitration Agreement provision is deleted in its entirety and replaced with the following: Any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision has been rendered, either party may demand a right to a trial. The demand must be made within 30 days of service of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will be binding.

NEVADA: The following is added to the Refunds provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **vehicle** does not meet the eligibility and underwriting guidelines of the Obligor's Insurer. In the event of cancellation, you will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 60 days after the return of this **Service Contract**. If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact **Us** for further information).

NEW HAMPSHIRE: The following is added to the Notice provision: In the event **You** do not receive satisfaction under this **Service Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

NEW MEXICO: The following is added to the Refunds provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **vehicle** does not meet the eligibility and underwriting guidelines of the Obligor's Insurer. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**.

NORTH CAROLINA: The Refunds provision is amended by revising the processing fee to \$35.00 or 10% of the refund amount, whichever is less.

OKLAHOMA: NOTICE TO PURCHASER: This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.
The Refunds provision is deleted and replaced with the following:
Refunds - Within the first 30 days after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against the Service Contract. If you cancel this Service Contract after 30 days, or have made a claim within the first 30 days, a pro-rata refund, less a processing fee of 10% of the unearned pro rata purchase price or thirty-five dollars (\$35.00), whichever is less, will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized

statement as to the Vehicle odometer reading. If we cancel this Service Contract 100% of the Service Contract purchase price will be refunded. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

RHODE ISLAND: The following language is added to the **Service Contract: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:**

Used vehicles with less than 36,000 miles at the time of sale - Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Service Contract:** In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

SOUTH CAROLINA: The following is added to the Refunds provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

The Refunds provision is amended by revising the processing fee to \$25.00.

The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

TEXAS: The following is added to the Refunds provision: If **We** cancel this **Service Contract** **We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

UTAH: Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Upon **Our** failure to perform under this **Service Contract**, Lyndon Property Insurance Company shall pay, on **Our** behalf, any sums **We** are legally obligated to pay or shall provide any service **We** are legally obligated to perform according to **Our** contractual obligations under this **Service Contract** issued or sold by **Us**.

The following is added to the Refunds provision: If **We** cancel within the first thirty days or for nonpayment at any time, it must provide 10 days notice. If **We** cancel after 60 days, **We** must provide 30 days notice. After 60 days, **We** may only cancel for any of the reasons set forth in Utah Statutes 31A-21-303 (2)(a), including material misrepresentation, fraud, or a substantial breach of a contractual duty or condition.

The following is added to Section B.5 of "How to Make a Claim": **Your** failure to submit items B.1, B.2, and B.4 within 10 days of completed repairs will not invalidate **Your** claim if **You** can show that it was not reasonably possible to submit those items within 10 days and those items were submitted as soon as reasonably possible.

The terms under which this **Service Contract** may be paid are as follows: The purchase price may be paid in full, financed through **Your** lender, or paid in accordance with a payment plan. The **Issuing Dealer** can explain these payment options to **You**.

The following is deleted from the "How to Make a Claim" section: **NATURE OF AGREEMENT:** **You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given to it by the Magnuson Moss Warranty-- Federal Trade Commission Improvement Act (Act of January 4, 1975, Public law 93-637) as it relates to **Service Contract**.

VERMONT: The following is added to the Refunds provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration provision is amended to state that arbitration is binding upon the parties only if both parties agree to the Arbitration process.

VIRGINIA - **We** do not cover loss due to fraud, dishonesty or any criminal act. This applies whether such act is committed by **You** or by any of **Your** partners, officers, directors, employees, trustees or agents, and whether such person acts alone or in collusion with others. **We** do not cover any loss if the owner has other valid and collectible insurance against such loss or if such loss is covered by any other warranty or **Service Contract**. **We** do not cover any loss which occurs while the covered **Vehicle** is used in any illicit trade or transportation or in the commission of a felony. **NOTICE TO DEALER:** Issuing Dealers are not permitted to sell **Service Contracts** on LEASED vehicles pursuant to the provisions of Administrative Letters 1982-10 and 1982-16.

WASHINGTON: The following is added to the Right to Recover provision: **We** are entitled to the recovery after **You** have been fully compensated for any loss by the other party.

The following is added to the Arbitration Agreement provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with this **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Refunds provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the Vehicles odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**.

The Notice provision is deleted and replaced with the following: **Our** obligations and promises contained within this **Service Contract** are guaranteed by Policy number 55-WA-VW601-0906 issued by Lyndon Property Insurance Company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800) 950-6060.

WEST VIRGINIA: The Arbitration Agreement provision is deleted and replaced with the following:

If **We** and **You** do not agree whether coverage is provided under this **Service Contract** for a claim made by or against **You**, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will:

- (a) pay its chosen arbitrator; and
- (b) bear the other expenses of the third arbitrator equally.

WISCONSIN - THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The Arbitration Agreement provision is amended to state that the Arbitration process is nonbinding.

The following is added to the Right to Recover provision: **We** shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The following is added to the How to Make a Claim provision:

Notice of loss should be made as soon as reasonably possible and within one year. Failure by you to give notice or obtain prior authorization does not invalidate or reduce a claim unless we are prejudiced by your failure to give notice or obtain prior authorization.

WYOMING: The Refunds provision is deleted and replaced with the following: Refunds - Within the first 30 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 30 days, a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this **Service Contract** itself, any cancellation refunds will be made payable to You and the Lienholder may be shown as an additional payee. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. If We cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, We shall mail a written notice to You at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to You within 45 days after the return of this **Service Contract** to Us.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.

The Arbitration Agreement provision is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.



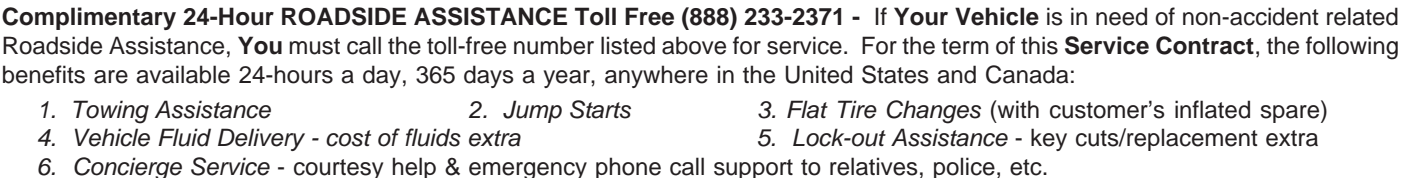
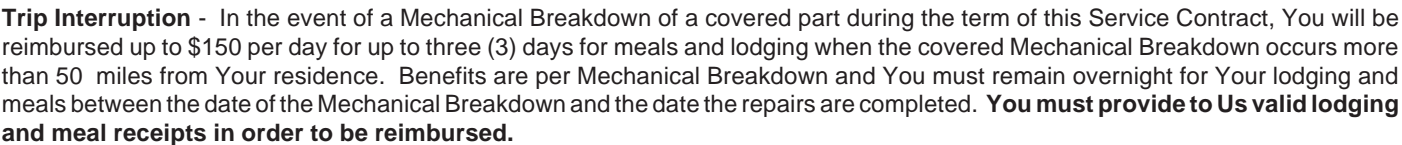
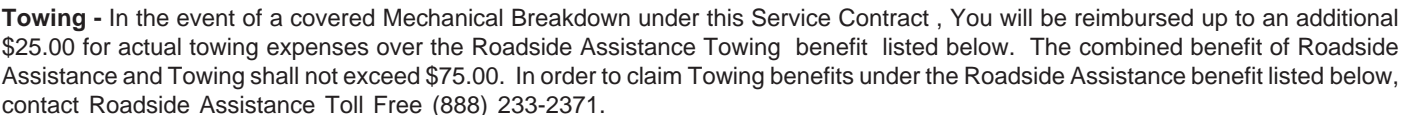
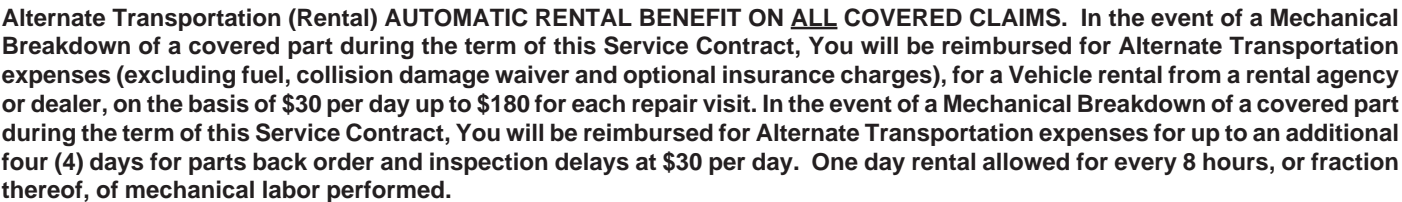
DECLARATIONS

O W N E R	Service Contract No. 2217 -		EFFECTIVE DATE (Original In-Service Date)				
	Name of Service Contract Purchaser		CONTRACT				
	Address		Term / Mileage: _____ Months ,000 Miles *				
	City	State	Zip	VEHICLE PLAN: <input type="checkbox"/> New Vehicle <input type="checkbox"/> Pre-Owned Certified Vehicle		Coverage Plan Selected: <input type="checkbox"/> GOLD PLUS WRAP <input type="checkbox"/> PLATINUM WRAP	
	Phone Number:	<input type="checkbox"/> \$0 <input type="checkbox"/> \$50 <input type="checkbox"/> \$200 <input type="checkbox"/> Disappearing Deductible					
D E A L E R	Issuing Dealer or Seller		\$100 Standard Deductible (Unless optionally checked here)				
	Address		Optional Coverages Turbocharged/Supercharged <input type="checkbox"/> Dual Wheel <input type="checkbox"/> 4WD/AWD <input type="checkbox"/> Diesel <input type="checkbox"/> Light Commercial <input type="checkbox"/>				
	City	State	Zip	V E H I C L E	Year	Make	Model
	Dealer Phone Number:		V E H I C L E		VIN		Odometer
	Lienholder and Address (Must be completed)		V E H I C L E		Vehicle Purchase Price \$		Service Contract Price \$

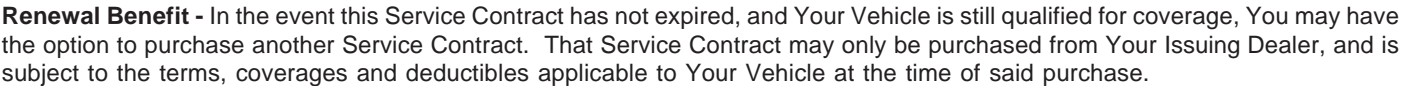
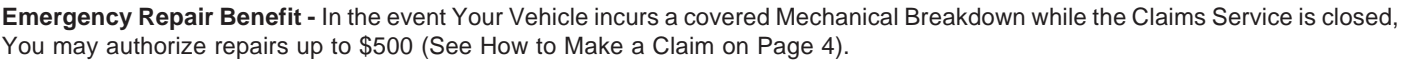
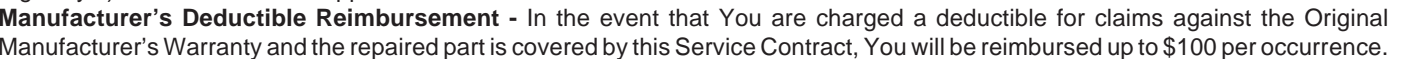
Customer's Signature _____ Date _____

Signature of Issuing Dealer's Authorized Representative _____ Date _____

BENEFITS



A Maximum Benefit of \$100 per incident applies. Only requests for services dispatched through the above listed number will be honored. (Services are not provided in areas where state providers are exclusively utilized, such as selected state toll-roads or highways.) No Deductible is applied.



DECLINATION OF COVERAGE

I **do not** choose to purchase the above Coverage offered on my Vehicle. I understand that by not accepting this Coverage I am **not entitled** to the benefits as listed.

Customer's Signature _____ Date _____

Signature of Issuing Dealer's Authorized Representative _____ Date _____

RETAIN IN CUSTOMER'S SERVICE FILE

Gold Plus Wrap Coverage

ANY PART NOT LISTED BELOW IS NOT COVERED

ENGINE, TURBOCHARGER, SUPERCHARGER, TRANSMISSION, TRANSFER CASE, FRONT/REAR WHEEL DRIVE AXLES, AND SEALS AND GASKETS FOR ALL OF THESE COMPONENT GROUPS, ARE NOT COVERED.

- ◆ **Front and Rear Suspension:** Upper and lower control arms, shafts and bearings or bushings; upper and lower ball joints; king pins and bushings; spindle and spindle support; MacPherson struts; torsion bars and bushings; wheel bearings; leaf springs, shackles and bushings; coil springs; stabilizer bar, linkage and bushings; compressor; seals and gaskets.
- ◆ **Steering:** Power steering pump; steering box; rack and pinion. Steering shaft and couplings; idler arm; tie rods, tie rod ends; pitman arm; center and drag link; cooler and cooler lines, pressure control valve; seals and gaskets.
- ◆ **Brakes:** Master cylinder; vacuum assist booster; diesel vacuum assist booster pump; hydraulic lines and fittings; wheel cylinders; calipers; pressure-differential, metering, proportional and combination valves; brake pedal assembly; parking brake lever.
- ◆ **Electrical:** Alternator; voltage regulator; starter motor; starter motor solenoid; front and rear window wiper motor; windshield wiper delay module; washer pumps, power antenna motor; distributor; dash and engine main wiring harness; spark control sensor; electronic ignition module; turn signal switch; horn switch and horns; rear window defogger; power trunk motor, trunk release switch and trunk release solenoid, headlamp switch, manually operated switches for all parts listed in this component group.
- ◆ **Air Conditioning:** Compressor; condenser; compressor clutch, field coil and clutch pulley; idler pulley and bearing; evaporator; blower motor and fan; receiver-dryer/accumulator; air ducts; expansion valve/orifice tube; suction throttling/POA valve and tube; air conditioning control panel and control module; seals and gaskets.
- ◆ **Cooling:** Radiator, radiator brackets; fan, fan clutch; electric fan motor; fan relay; fan shroud; idler pulley/belt tensioner and bearing; coolant recovery tank.
- ◆ **Interior and Exterior:** Hood/trunk/hatch hinges, latches, gas cylinders and springs; door handles and hinges; seat tracks; glove box lock; ash tray assembly; shift lever.
- ◆ **Fuel:** Mechanical and electrical fuel pumps; fuel injector pump; fuel distributor; fuel lines and fittings; fuel pressure regulator; fuel sending unit; fuel injectors; fuel tank; fuel injection sensors and air flow sensors; electronic fuel injection computer control module; seals and gaskets.
- ◆ **Hi-Tech Coverage:** ABS brake systems and electronics, hydraulic control unit; all safety air bags and sensors; seat belt fasteners, seat belt/restraint system motor and servo; retractable child seats; door locks; child safe door locks; automatic and central door locking systems; window disabling system; traction control systems; electronic modulated suspension; bumper absorbers; automatic roll bar system. Illuminated keyless entry; remote and electronic entrance device; factory installed anti-theft devices; map lights and compartment lighting; factory installed ignition fault device. Centering lock spring and phase control; tilt/telescoping steering assembly; steering dampener; four-wheel steering output shaft/rod, variable assist power steering computer. Electronic level control module; height sensor; electronic (L.E.D.) driver display and control module. Speed/Cruise Control module and servo; convertible top motor; sunroof motor; power seat computer; computer dash circuit boards and dash gauges; computer dash module; power window motors; window regulator; power mirror motor; rear compartment air conditioning control panel; automatic day/night mirrors; heated seats; illuminated visor vanity; trip odometer; engine block heater; thermometer; manually operated switches for all the parts listed under "Hi-Tech Coverage".
- ◆ **Taxes and Fluids:** Will be covered when required in conjunction with a covered repair.

Platinum Wrap Coverage

Platinum Wrap coverage provides all the coverage as listed above and also provides coverage for repair/replacement of ALL original equipment factory-installed mechanical and electrical operating parts and assemblies on the covered **Vehicle except parts in the Engine, Turbocharger/Supercharger, Transmission, Transfer Case, Front/Rear Wheel Drive Axles, and Seals and Gaskets** for those component groups. **Platinum Wrap Coverage also excludes items under "WHAT IS NOT COVERED and NON COVERED PARTS" shown on Page 4.**

GENERAL PROVISIONS

Definitions -

Issuing Dealer/Service Contract Seller: means the entity who sells this **Service Contract** to **You**.

Mechanical Breakdown: means the failure of a covered part due to a defect in the part or faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A **Mechanical Breakdown** does not include gradual reduction in operation performance as a result of normal wear and usage when no **Mechanical Breakdown** has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a **Mechanical Breakdown** will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the **Mechanical Breakdown** is covered under the terms of this **Service Contract**, **We** will also pay the reasonable cost to tear down/disassemble.

Motor Vehicle/Vehicle: means the **Vehicle** covered by this **Service Contract**, as identified in the Declarations section.

Obligor/Service Provider: means the entity that is contractually obligated to **You** under the terms of this **Service Contract**. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this **Service Contract** is between **You** and WG Dealer Services. In Florida and Oklahoma, this **Service Contract** is between **You** and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this **Service Contract** is between **You** and Protective Administrative Services, Inc. In Maine, this **Service Contract** is between **You** and the Issuing Dealer. In all other states, this **Service Contract** is between **You** and Western General Dealer Services, Inc. (CA Lic. #0E39085).

Service Contract Purchase Price/Provider Fee: means the price paid by **You** for the purchase of this **Service Contract**.

Service Contract: means this **Service Contract** and **Your** completed Declarations section.

Service Contract Purchaser/Holder: means the purchaser of this **Service Contract** as named in the Declarations section.

We, Us, or Our: means the **Obligor/Service Provider**. In Maine, **We, US, or Our** means the **Issuing Dealer**.

You or Your: means the **Service Contract Purchaser/Holder** as named in the Declarations section.

Deductible - Your deductible is \$100 or as optionally selected in the Declarations section. **Your Deductible** will be applied for each REPAIR VISIT. **You** will be assessed one deductible per visit. If the optional Disappearing Deductible has been selected (available only for New **Vehicle** Plans), no deductible will be charged for a covered **Mechanical Breakdown** which is completed by the **Issuing Dealer** listed in the Declarations section. If **You** selected the Disappearing Deductible and the covered **Mechanical Breakdown** is NOT completed by the **Issuing Dealer** listed in the Declarations section, **Your deductible** will be the standard \$100 per repair visit, or as optionally selected. No deductible will be applied to Alternate Transportation, or Trip Interruption Benefits provided in conjunction with the repair of a part covered by the Manufacturer's Warranty that is also covered by this **Service Contract**. No deductible applies to Roadside Assistance benefits. **Manufacturer's Deductible Reimbursement** - In the event that **You** are charged a deductible for claims against the Original Manufacturer's Warranty and the repaired part is covered by this **Service Contract**, **You** will be reimbursed up to \$100 per occurrence.

Lifetime Deductible Guarantee - In the event **You** incur a second failure to the same covered part during the lifetime of this **Service Contract**, **You** will not be charged a second or any subsequent deductible for the same covered part.

Payment for Covered Repairs - In the event of a **Mechanical Breakdown** of a covered part (based on the Coverage Plan Selected in the Declarations section, **We** under this **Service Contract** will at **Our** option, repair, replace, pay for, or reimburse **You** or the repair facility for the reasonable cost to repair or replace such covered parts less **Your deductible**, if any, as shown in the Declarations section. This **Service Contract** does not obligate the **Issuing Dealer** or any party to provide coverage for any parts or services not listed as covered herein, including parts and services which may be necessary to preserve or maintain the utility, performance, or proper operation of the **Vehicle** under normal operation and service. The maximum allowance for covered repair time is governed by established industry time and labor guides. **Repairs and/or replacements will be made with parts of like kind and quality. The Claims Service may elect to provide repairs and/or replacements with new parts or parts of like kind and quality (i.e., rebuilt, remanufactured or used parts).**

Light Commercial Use vehicles are covered only if the Light Commercial surcharge is selected in the **Declarations section** and applies to passenger vehicles, light duty trucks and vans, rated 1 (one) ton or less, that are used primarily for business travel, light pick up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, with usage that does not exceed manufacturer's ratings and/or limitations.

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this Service Contract. If a claim has been made against this Service Contract, or after this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. If the Vehicle has been sold to a Dealer or non-Private Party Purchaser, or has been deemed a total loss, it is Your responsibility to contact the Obligor for a refund (800) 242-9442.

Transfer - This Service Contract is transferable, one time only, to a Private Party Purchaser (the approved transferee) You sell the Vehicle to while this Service Contract is still in force. To transfer You must give Us a \$55 Transfer Fee and a Bill of Sale along with a completed Transfer Form (provided by Us) within 30 days of sale of the Vehicle, and provided You include with Your transfer request evidence that You have also effected a transfer of the Manufacturer's Warranty, (if the Manufacturer requires transfer). Refund rights do not apply after transfer.

Service Contract Territory - This Service Contract applies to a Mechanical Breakdown or failure occurring only within the United States and Canada.

Term and Mileage Expiration - NEW AND CERTIFIED PRE-OWNED VEHICLE PLANS: This **Service Contract** is effective on the Date the Manufacturer's or Certified Pre-Owned Warranty begins (IN-SERVICE DATE) and expires based on either elapsed time from the Effective Date at 12:01 local time on that date, or when the **Vehicle** has accumulated the total mileage limitation from mile zero (0), whichever shall occur first, based upon the Term/Mileage selected.

Right to Recover - If anything is paid under this **Service Contract** and **You** have the right to recover from another party, **Your** rights become subrogated to **Us** up to the amount paid. **You** must do whatever is necessary to enable **Us** to enforce these rights.

No Benefit to Bailee - This **Service Contract** shall not directly or indirectly benefit any carrier or bailee.

Arbitration Agreement - In the event that any claim remains unresolved following the procedures set forth in the "Notice" section, then any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of this **Service Contract's** effective date (www.adr.org). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

Limit of Liability - THERE IS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE including, but not limited to: injury, loss of life, property damage, loss of use, loss of time, inconvenience or commercial loss, or breach of implied warranties, which result from a covered or non-covered Mechanical Breakdown under the terms of this Service Contract and such liability is expressly excluded. This Service Contract is NOT a warranty and does NOT guarantee the utility or performance of the Vehicle. The liability for any Mechanical Breakdown shall not exceed the actual cash value of the Vehicle at the time of a Mechanical Breakdown. The total of all benefits paid or payable during the term of this Service Contract shall not exceed the Vehicle purchase price.

WHAT IS NOT COVERED AND NON-COVERED PARTS

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on pages 1 or 2 as a “Covered Part”; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc. as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repared, so that the actual mileage cannot be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for commercial purposes such as hauling, hauling for hire, delivery, shuttle, taxi or limousine service, law enforcement services, emergency services, security services, snow plowing, cable installation or removal or any Vehicles which are rented; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine’s compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); **(9) pre-existing conditions (all covered parts under this Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract);** (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers, except when required in conjunction with a covered repair; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under “YOUR RESPONSIBILITIES” on the Declaration page; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly, exhaust system, belts and hoses; (21) glass, lenses, sealed beams, tires, trim, moldings, bright metal, upholstery and paint.

HOW TO MAKE A CLAIM

CLAIMS SERVICE PHONE NUMBER AND ADDRESS: Nationwide Toll Free **(800) 242-9442**. P.O. Box 4493, Woodland Hills, CA 91365.

CLAIMS SERVICE BUSINESS HOURS: Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.

AFTER HOURS CLAIMS SERVICE: For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section C. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours.

It is a condition for coverage that BEFORE ANY REPAIR or replacement is made, You (or the chosen Repair Facility) MUST GIVE NOTICE TO THE CLAIMS SERVICE. NO REPAIR OR REPLACEMENT SHALL BE PERFORMED UNLESS FIRST APPROVED BY THE CLAIMS SERVICE. The Claims Service shall have a reasonable period of time to exercise its option to inspect the Vehicle.

- A. In the event of a Mechanical Breakdown, You MUST follow this procedure:**
- 1. You must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered Mechanical Breakdown, You must bear the cost of tear down and any corrective repairs and/or reassembly. If the Mechanical Breakdown is covered under this Service Contract, We will also pay the reasonable cost to tear down.**
 - 2. Return Your Vehicle to the Issuing Dealer or any licensed repair facility and present a copy of this Service Contract. Contact the Claims Service at the above number before repairs begin.**
 - 3. Provide receipts for required maintenance servicing. (See “Your Responsibilities” in the Declarations section.)**
 - 4. Pay the applicable deductible and any other non-covered charges.**
- B. FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:**
- 1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.**
 - 2. You or the Repairer must contact the Claims Service at the above number before repairs begin, have Your Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.**
 - 3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.**
 - 4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.**
 - 5. If Claims Service re-opens before repairs to Your Vehicle are completed, You MUST IMMEDIATELY contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.**

Travel Guard Claim Payment Benefit - In the event **You** are unable to return the **Vehicle to Your Issuing Dealer**, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.

NATURE OF AGREEMENT: **You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to Service Contracts.

NOTICE: The obligations and promises contained within this **Service Contract** are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within sixty (60) days the date proof of loss was filed.

STATECHANGES

If **You** purchased this **Service Contract** in any of the following states, this **Service Contract** is amended as indicated below:

ALABAMA: The Refunds provision is amended by revising the processing fee to \$25.00

The following is added to the Refunds provision: A processing fee will only be charged for cancellations requested by **You**. It will not apply to cancellations initiated by **Us**. A 10% penalty will be added to any refund not paid or credited within 45 days.

ALASKA: The Refunds provision is amended to state that the processing fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If **We** cancel this **Service Contract**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least 60 days before the effective date of cancellation. However, if **We** cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by **You** to provide the information necessary to determine the **Service Contract** purchase price, **We** will mail a written notice of cancellation to **You** at **Your** last known address before the 20th day proceeding the effective date of cancellation. If **We** cancel this **Service Contract** for conviction of **You** of a crime, fraud or material misrepresentation made by **You** or a representative of **You** in obtaining this **Service Contract** or by **You** in pursuing a claim under this **Service Contract**, written notice shall be mailed to **You** at **Your** last known address at least 10 days before the effective date of the cancellation.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

ARIZONA: The following sentence is added to the Refunds provision: If **You** are unable to recover a refund from the **Issuing Dealer**, **You** may request from **Us** a refund of the **Service Contract** purchase price.

The following is deleted from the Refunds provision: The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The following language is deleted from the Transfer provision: Refund rights do not apply after transfer.

The following is added to the Arbitration Agreement provision: The arbitration process is voluntary and both parties must mutually agree to arbitration. Any arbitration clause does not preclude Your right to file a complaint with the Arizona Department of Insurance under the provisions of Arizona Revised Statutes §20-1095.04 and 20-1095.09. The venue for any complaint filed by an Arizona resident shall be Arizona.

Under“WHAT IS NOT COVERED AND NON-COVERED PARTS,

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repaired after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #9 is deleted in its entirety.

Exclusion #10 is deleted and replaced with the following: (10) A **Vehicle** that **You** have modified, or that **You** are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.

The last sentence of the Notice provision is deleted and replaced with the following:

You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days.

ARKANSAS - NOTICE TO PURCHASER: The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a **Vehicle**.

The following is added to the Right to Recover provision: We shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

CALIFORNIA: The refund section is deleted and replaced with the following:

Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against the **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of the **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.

This **Service Contract** may be cancelled by **Us** for any reason within 60 days of the **Service Contract** purchase date if **We** mail a notice postmarked before the 61st day after the date **You** purchased the **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, **We** shall refund the full purchase price stated on the **Service Contract** within 30 days from the date of cancellation. However, if **We** have paid a claim, or has advised **You** in writing that it will pay a claim, it shall provide a pro-rata refund, less the amount of any claims paid prior to cancellation.

Any cancellation refunds will be made payable to the lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Roadside Assistance provided through Emergency Response Marketing at (888) 233-2371.

The Notice provision is deleted and replaced with the following: NOTICE: Performance to **You** under this **Service Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is : Lyndon Property Insurance company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800)927-4357.

COLORADO: This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W825-0607.

CONNECTICUT: Resolution of Disputes: If **You** are not satisfied with **Our** resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.

The following is added to the Refunds provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed.

The following is added to Term and Mileage Expiration provision: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.

The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, to provide a warranty covering certain classes of used motor VEHICLES as follows:

Used VEHICLES with a sale price of \$3,000 but less than \$5,000:

Provides coverage for 30 days or 1,500 miles, whichever comes first.

Used VEHICLES with a sale price of \$5,000 or more:

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase the **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for the **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in the **Service Contract** apply only to the **Service Contract** and are not the terms of the required dealer warranty.

FLORIDA: In Florida **We, Us and Our** means **Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365**. If the **Issuing Dealer** is out of business, please advise the Claims Service, and the disappearing deductible will be honored even though repairs were completed by an entity other than the **Issuing Dealer**. Please contact the Claims Service before obtaining service, and notify them that the **Issuing Dealer** for **Your Service Contract** is no longer in business. The Claims Service will direct **You** to a participating dealer in **Your** area who will honor the disappearing deductible that **You** selected.

Under Plan Benefits, Complimentary 24-Hour Roadside Assistance, item 6. Concierge Service, is delted in its entirety. This benefit is not available in Florida.

The “Refunds” Section is deleted and replaced with the following:

Refunds

Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear we agree to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Within the first 60 days after receipt of this **Service Contract**, the **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less any claims paid and less an administrative fee of five percent (5%) of the **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**.

If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.

After the **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of the **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The Transfer provision is amended by revising the transfer fee to \$40.00.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and non-binding. The venue for Arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.

STATE CHANGES (CONTINUED)

GEORGIA: The Refunds provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service Contract**, **You** must: a. Mail this **Service Contract** to Us along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide Us with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by Us. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer.

The Arbitration Agreement provision is deleted in its entirety.

Under “What Is Not Covered and Non-Covered Parts”,

Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under the Service Contract must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

HAWAII: The following is added to the Refunds provision: **We** may cancel this **Service Contract** by mailing **You** at least five (5) days prior notice to **Your** last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of **Service Contract** purchase price; (b) a material misrepresentation by **You** to Us; or (c) a substantial breach of duties by **You** relating to the **Vehicle**. A 10% penalty per month will be added to any refund not paid or credited with 45 days after the return of this **Service Contract**.

The following language is added to the Service Contract: Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale - Provides Coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale - Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to **this Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase the **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

IDAHO - NOTICE TO PURCHASER: The coverage **You** are buying is not required to register or finance a **Vehicle**. Coverage afforded under this **Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS: **The** Refunds provision amended by revising the processing fee to 10% of the **Service Contract** purchase price or \$35.00 whichever is less.

INDIANA: **Your** proof of payment to the Issuing Dealer or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

IOWA: Pursuant to the Iowa Motor Vehicle Service Contracts Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa 50319, (515) 281-4441.

KENTUCKY: Alternate Transportation, Towing, and Trip Interruption are not available in Kentucky unless the benefit is directly related to a loss resulting from defects in material or workmanship.

LOUISIANA: The Refunds provision is deleted and replaced with the following:

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the Issuing Dealer. After this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to **You**, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

MASSACHUSETTS - NOTICE TO PURCHASER: The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the **Issuing Dealer** of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.

The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

The Refunds provision is amended by deleting the processing fee. A fee will not be charged in Massachusetts.

The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.

The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.

Under “WHAT IS NOT COVERED AND NON-COVERED PARTS,” the following is added to exclusion #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

MINNESOTA - MINNESOTA AMENDMENT: Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor Vehicle has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor Vehicle has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request.

The following is added to the Refunds provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.

The Arbitration provision is amended to state that Arbitration is voluntary and nonbinding.

The following sentence is deleted from the definition of **Mechanical Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.

The What is not covered a non-covered parts provision is amended as follows:

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #7 is deleted and replaced with the following: “(7) damage and/or failures caused by insufficient levels of fluids, lubricants, or coolants.”

Exclusions # 9, 16 and 19 are deleted.

The phrases“...but not limited to...” and “...such as...” are deleted wherever they appear in the **Service Contract**.

MISSISSIPPI: The Arbitration provisions are voluntary and non-binding.

MONTANA: The following is added to the refunds provision:

We shall mail a written notice to **You** at **Your** last-known address contained in **Our** records at least 5 days prior to the cancellation by **Us**. Prior notice is not required if the reason for cancellation is for:

- a. nonpayment of the Service Contract price;
- b. a material misrepresentation by **You** to **Us**; or
- c. a substantial breach of duties by **You** relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

NEBRASKA: THE OBLIGATIONS AND PROMISES CONTAINED WITHIN THIS SERVICE CONTRACT ARE BACKED BY LYNDON PROPERTY INSURANCE COMPANY, 14755 N. OUTER FORTY ROAD, SUITE 400, ST. LOUIS, MO 63017. TOLL FREE (800) 950-6060. YOU MAY FILE A CLAIM WITH THIS INSURANCE COMPANY IF ANY PROMISE MADE IN THIS SERVICE CONTRACT HAS BEEN DENIED OR HAS NOT BEEN HONORED WITHIN SIXTY (60) DAYS THE DATE PROOF OF LOSS WAS FILED.

The Arbitration Clause is deleted in its entirety and replaced with the following: Any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision has been rendered, either party may demand a right to a trial. The demand must be made within 30 days of service of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will be binding.

NEVADA: The following is added to the Refunds provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **Vehicle**. In the event of cancellation. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining the **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 60 days after the return of this **Service Contract**

If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact **Us** for further information).

NEW HAMPSHIRE: The following is added to the Notice provision: In the event **You** do not receive satisfaction under this **Service Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

STATE CHANGES (CONTINUED)

NEW MEXICO: The following is added to the Refunds provision: This **Service Contract** may be cancelled by Us within the first 70 days if the **Vehicle**. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**

NORTH CAROLINA: The Refunds provision is amended by revising the processing fee to \$35.00 or 10% of the refund amount, whichever is less.

OKLAHOMA - NOTICE TO PURCHASER: This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.

The Refunds provision is deleted and replaced with the following:

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer. After this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a refund equal to 90% of pro-rata method (100% if We cancel) will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

RHODE ISLAND: The following language is added to the **Service Contract: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:**

Used vehicles with less than 36,000 miles at the time of sale - Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

SOUTH CAROLINA: The following is added to the Refunds provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

The Refunds provision is amended by revising the processing fee to \$25.00.

The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

TEXAS: The following is added to the Refunds provision: If **We** cancel this **Service Contract** **We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

UTAH: Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Upon Our failure to perform under this **Service Contract**, Lyndon Property Insurance Company shall pay, on Our behalf, any sums **We** are legally obligated to pay or shall provide any service **We** are legally obligated to perform according to Our contractual obligations under this **Service Contract** issued or sold by Us.

The following is added to the Refunds provision: If **We** cancel within the first thirty days or for nonpayment at any time, it must provide 10 days notice. If **We** cancel after 60 days, **We** must provide 30 days notice. After 60 days, **We** may only cancel for any of the reasons set forth in Utah Statutes 31A-21-303 (2)(a), including material misrepresentation, fraud, or a substantial breach of a contractual duty or condition.

The following is added to Section B.5 of "How to Make a Claim": **Your** failure to submit items B.1, B.2, and B.4 within 10 days of completed repairs will not invalidate **Your** claim if **You** can show that it was not reasonably possible to submit those items within 10 days and those items were submitted as soon as reasonably possible.

The terms under which this **Service Contract** may be paid are as follows: The purchase price may be paid in full, financed through **Your** lender, or paid in accordance with a payment plan. The **Issuing Dealer** can explain these payment options to **You**.

The following is deleted from the "How to Make a Claim" section: **NATURE OF AGREEMENT: You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given to it by the Magnuson Moss Warranty-- Federal Trade Commission Improvement Act (Act of January 4, 1975, Public law 93-637) as it relates to Service Contracts.

VERMONT: The following is added to the Refunds provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a)Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration provision is amended to state that arbitration is binding upon the parties only if both parties agree to the Arbitration process.

WASHINGTON: The Refunds provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, the **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against the **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the Vehicles odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**.

The following is added to the Arbitration provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with the **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Notice provision is deleted and replaced with the following: **Our** obligations and promises contained within the **Service Contract** are guaranteed by Policy number 55-WA-VW601-0906 issued by Lyndon Property Insurance Company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800)950-6060.

WEST VIRGINIA: The Arbitration Agreement provision is deleted and replaced with the following: If We and You do not agree whether coverage is provided under this Service Contract for a claim made by or against You, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will:

- (a) pay its chosen arbitrator; and
- (b) bear the other expenses of the third arbitrator equally.

WISCONSIN: THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The following is added to the Right to Recover provision: **We** shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

WYOMING: The following is added to the Refunds provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use, **We** shall mail a written notice to **You** at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract** to **Us**.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.

The "Arbitration Agreement" section is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.



Western General Dealer Services, Inc.
In CO, IA, IL, PA and TN: WG Dealer Services
In FL and OK: Western General Warranty Corporation (FL License #60078)
In LA, WA and WI: Protective Administrative Services, Inc.
P.O.Box 4493, Woodland Hills, CA 91365 (800) 242-9442

GOLD PLUS/PLATINUM WRAP PLAN
MECHANICAL BREAKDOWN SERVICE CONTRACT
THIS SERVICE CONTRACT IS NOT AN INSURANCE POLICY.



Lyndon Property Insurance Company
14755 N. Outer Forty Rd., Ste 400
St. Louis, MO 63017

DECLARATIONS

P U R C H A S E R D E A L E R V E H I C L E L I E N D E R	SERVICE CONTRACT NO. 2317 -		S E R V I C E C O N T R A C T I N F O R M A T I O N	EFFECTIVE DATE (ORIGINAL IN-SERVICE DATE)	
	SERVICE CONTRACT PURCHASER/HOLDER			CONTRACT Term/Mileage: _____ Months _____, 000 Miles	
	STREET ADDRESS			VEHICLE PLAN <input type="checkbox"/> NEW <input type="checkbox"/> PRE-OWNED CERTIFIED VEHICLES	
	CITY, STATE, ZIP			COVERAGE PLAN <input type="checkbox"/> GOLD PLUS WRAP <input type="checkbox"/> PLATINUM WRAP	
	PHONE NUMBER E-MAIL ADDRESS			\$100 STANDARD DEDUCTIBLE (Unless optionally checked below) <input type="checkbox"/> \$ 0 <input type="checkbox"/> \$ 50 <input type="checkbox"/> \$200 <input type="checkbox"/> DISAPPEARING	
	ISSUING DEALER			STANDARD SURCHARGES <input type="checkbox"/> Turbo/Supercharged <input type="checkbox"/> Dual Wheel <input type="checkbox"/> 4WD / AWD <input type="checkbox"/> Diesel <input type="checkbox"/> Light Commercial <input type="checkbox"/> Lift Kit OPTIONAL COVERAGE <input type="checkbox"/> TIRE & WHEEL ROAD HAZARD OPTIONAL COVERAGE is not available in all states. See STATE CHANGES beginning at page 5 for your state. Also see WHAT IS NOT COVERED AND NON-COVERED PARTS section of this Service Contract for other exclusions that may apply.	
	STREET ADDRESS				
	CITY, STATE, ZIP DEALER PHONE NUMBER				
	YEAR MAKE MODEL				
	VIN # (17 CHARACTERS)				
VEHICLE PURCHASE PRICE \$		ODOMETER			
LIENHOLDER (Must be completed)					
ADDRESS		SERVICE CONTRACT PRICE \$			

YOUR RESPONSIBILITIES: Service and maintain Your Vehicle as recommended by the Manufacturer. Verifiable invoices from a licensed service facility, showing dates, mileage and service performed, must be kept and may be required to establish coverage. If you do the servicing yourself, a log and verifiable receipts for parts and fluids must be kept and may be required. In Washington, the implied warranty of merchantability on the motor vehicle is not waived if this Service Contract has been purchased within 90 days of the purchase date of the Vehicle from the Issuing Dealer who also sold the Vehicle covered by this Service Contract. In order to claim benefits, follow the procedure on page 4, HOW TO MAKE A CLAIM. I hereby declare that I have fully read the terms of this Service Contract (pages 1-4 and the applicable STATE CHANGES section) including: (1) COVERED PARTS, (2) WHAT IS NOT COVERED AND NON-COVERED PARTS, (3) Term and Mileage Expiration, (4) the Arbitration Agreement, (5) Refunds (6) the Limit of Liability, I understand and accept all the provisions therein. There have been no other oral or written agreements or representations made other than those expressly contained in this Service Contract. Purchase of this Service Contract is optional, and not required to obtain financing.

Service Contract Purchaser's Signature _____ Date _____

Issuing Dealer's Authorized Representative Signature _____ Date _____

OPTIONAL COVERAGE

(ELIGIBLE UP TO 5 MODEL YEARS OLD AND 75,000 MILES AT TIME OF SALE)

1. TIRE & WHEEL ROAD HAZARD COVERAGE: This coverage provides **Vehicle** tire repair or replacement when damaged by a Road Hazard, including conditional **Vehicle** wheel replacement. A Road Hazard is defined as: objects and road conditions such as potholes, rocks, nails, metal parts, wood debris, plastic or composite scraps, or any item causing tire damage other than normal wear and tear.

TIRE Coverage Limit: For the term of **Your Service Contract**, this coverage provides up to \$50 per incident for the repair of a flat tire damaged by a Road Hazard. If the Road Hazard damaged tire is non-repairable and has more than 3/32nds of tread depth remaining, it is eligible for replacement with a comparable new tire – limited to five (5) replacements during the term of the **Service Contract**. The tire replacement benefit also includes up to \$25 for mounting, balancing, valve stem, taxes and fees. The tire should be returned to the **Issuing Dealer** - where the tire benefit will be based on the average retail tire value, as determined by **Us**, for the replacement of the covered **Vehicle** tire with one of “like kind and quality.” If the replacement tire is upgraded beyond OEM standards or exceeds “like kind and quality” replacement value **We** reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM tire.

WHEEL Coverage Limit: For the term of the **Service Contract**, this coverage provides for conditional wheel damage. If the wheel on which the covered damaged tire was mounted does not hold air after the tire was repaired, the wheel must be inspected for replacement consideration. Coverage for the replacement of the wheel will be based on the retail replacement value, as determined by **Us**, for the covered **Vehicle** wheel with one of “like kind and quality.” If the replacement wheel is upgraded beyond OEM standards or exceeds “like kind and quality” replacement value, **We** reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM wheel.

The aggregate combined Tire and Wheel Benefit for the term of the **Service Contract** shall not exceed **\$2500**. Benefits are limited to the original set of tires and wheels on the **Vehicle** at the time of purchase and/or any documented new replacement tires purchased for the **Vehicle** during the term of the **Service Contract**.

OPTIONAL COVERAGE is not available in all states. See STATE CHANGES beginning at page 5 for your state. Also see WHAT IS NOT COVERED AND NON-COVERED PARTS section of this Service Contract for other exclusions that may apply.

PLAN BENEFITS

Alternate Transportation (Rental) AUTOMATIC RENTAL BENEFIT ON ALL COVERED CLAIMS. (Not available for Optional Tire & Wheel Road Hazard claims) In the event of a Mechanical Breakdown of a covered part during the term of this Service Contract, You will be reimbursed for Alternate Transportation expenses (excluding fuel, collision damage waiver and optional insurance charges), for a Vehicle rental from a rental agency or dealer, on the basis of \$30 per day up to \$180 for each repair visit. In the event of a Mechanical Breakdown of a covered part during the term of this Service Contract, You will be reimbursed for Alternate Transportation expenses for up to an additional four (4) days for parts back order and inspection delays at \$30 per day. One day rental allowed for every 8 hours, or fraction thereof, of mechanical labor performed.

Trip Interruption - In the event of a Mechanical Breakdown of a covered part during the term of this Service Contract, You will be reimbursed up to \$150 per day for up to three (3) days for meals and lodging when the covered Mechanical Breakdown occurs more than 50 miles from Your residence. Benefits are per Mechanical Breakdown and You must remain overnight for Your lodging and meals between the date of the Mechanical Breakdown and the date the repairs are completed. You must provide to Us valid lodging and meal receipts in order to be reimbursed.

Complimentary 24-Hour ROADSIDE ASSISTANCE Toll Free (888) 233-2371 - If Your Vehicle is in need of non-accident related Roadside Assistance, You must call the toll-free number listed above for service. For the term of this Service Contract, the following benefits are available 24-hours a day, 365 days a year, anywhere in the United States and Canada:

1. Towing Assistance
2. Jump Starts
3. Flat Tire Changes (with customer's inflated spare)
4. Vehicle Fluid Delivery - cost of fluids extra
5. Lock-out Assistance - key cuts/replacement extra
6. Concierge Service - courtesy help & emergency phone call support to relatives, police, etc.

A Maximum Benefit of \$100 per incident applies. Only requests for services dispatched through the above listed number will be honored. (Services are not provided in areas where state providers are exclusively utilized, such as selected state toll-roads or highways.) No Deductible is applied.

COVERED PARTS BASED ON COVERAGE PLAN SELECTED IN THE DECLARATIONS SECTION

Gold Plus Wrap Coverage

ANY PART NOT LISTED BELOW IS NOT COVERED

ENGINE, TURBOCHARGER, SUPERCHARGER, TRANSMISSION, TRANSFER CASE, FRONT/REAR WHEEL DRIVE AXLES, AND SEALS AND GASKETS FOR ALL OF THESE COMPONENT GROUPS, ARE NOT COVERED.

- ◆ **Front and Rear Suspension:** Upper and lower control arms, shafts and bearings or bushings; upper and lower ball joints; king pins and bushings; spindle and spindle support; MacPherson struts; torsion bars and bushings; wheel bearings; leaf springs, shackles and bushings; coil springs; stabilizer bar, linkage and bushings; compressor; seals and gaskets.
- ◆ **Steering:** Power steering pump; steering box; rack and pinion. Steering shaft and couplings; idler arm; tie rods, tie rod ends; pitman arm; center and drag link; cooler and cooler lines, pressure control valve; seals and gaskets.
- ◆ **Brakes:** Master cylinder; vacuum assist booster; diesel vacuum assist booster pump; hydraulic lines and fittings; wheel cylinders; calipers; pressure-differential, metering, proportional and combination valves; brake pedal assembly; parking brake lever.
- ◆ **Electrical:** Alternator; voltage regulator; starter motor; starter motor solenoid; front and rear window wiper motor; windshield wiper delay module; washer pumps, power antenna motor; distributor; dash and engine main wiring harness; spark control sensor; electronic ignition module; turn signal switch; horn switch and horns; rear window defogger; power trunk motor, trunk release switch and trunk release solenoid, headlamp switch, manually operated switches for all parts listed in this component group.
- ◆ **Air Conditioning:** Compressor; condenser; compressor clutch, field coil and clutch pulley; idler pulley and bearing; evaporator; blower motor and fan; receiver-dryer/accumulator; air ducts; expansion valve/orifice tube; suction throttling/POA valve and tube; air conditioning control panel and control module; seals and gaskets.
- ◆ **Cooling:** Radiator, radiator brackets; fan, fan clutch; electric fan motor; fan relay; fan shroud; idler pulley/belt tensioner and bearing; coolant recovery tank.
- ◆ **Interior and Exterior:** Hood/trunk/hatch hinges, latches, gas cylinders and springs; door handles and hinges; seat tracks; glove box lock; ash tray assembly; shift lever.
- ◆ **Fuel:** Mechanical and electrical fuel pumps; fuel injector pump; fuel distributor; fuel lines and fittings; fuel pressure regulator; fuel sending unit; fuel injectors; fuel tank; fuel injection sensors and air flow sensors; electronic fuel injection computer control module; seals and gaskets.
- ◆ **Hi-Tech Coverage:** ABS brake systems and electronics, hydraulic control unit; all safety air bags and sensors; seat belt fasteners, seat belt/restraint system motor and servo; retractable child seats; door locks; child safe door locks; automatic and central door locking systems; window disabling system; traction control systems; electronic modulated suspension; bumper absorbers; automatic roll bar system. Illuminated keyless entry; remote and electronic entrance device; factory installed anti-theft devices; map lights and compartment lighting; factory installed ignition fault device. Centering lock spring and phase control; tilt/telescoping steering assembly; steering dampener; four-wheel steering output shaft/rod, variable assist power steering computer. Electronic level control module; height sensor; electronic (L.E.D.) driver display and control module. Speed/Cruise Control module and servo; convertible top motor; sunroof motor; power seat computer; computer dash circuit boards and dash gauges; computer dash module; power window motors; window regulator; power mirror motor; rear compartment air conditioning control panel; automatic day/night mirrors; heated seats; illuminated visor vanity; trip odometer; engine block heater; thermometer; manually operated switches for all the parts listed under "Hi-Tech Coverage".
- ◆ **Taxes and Fluids:** Will be covered when required in conjunction with a covered repair.

Platinum Wrap Coverage

Platinum Wrap coverage provides all the coverage as listed above and also provides coverage for repair/replacement of ALL original equipment factory-installed mechanical and electrical operating parts and assemblies on the covered **Vehicle except parts in the Engine, Turbocharger/Supercharger, Transmission, Transfer Case, Front/Rear Wheel Drive Axles, and Seals and Gaskets for those component groups. Platinum Wrap Coverage also excludes items under "WHAT IS NOT COVERED and NON COVERED PARTS" shown on Page 4.**

GENERAL PROVISIONS

Definitions -

Issuing Dealer/Service Contract Seller: means the entity who sells this **Service Contract** to **You**.

Mechanical Breakdown: means the failure of a covered part due to a defect in the part or faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A **Mechanical Breakdown** does not include gradual reduction in operation performance as a result of normal wear and usage when no **Mechanical Breakdown** has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a **Mechanical Breakdown** will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the **Mechanical Breakdown** is covered under the terms of this **Service Contract**, **We** will also pay the reasonable cost to tear down/disassemble.

Motor Vehicle/Vehicle: means the **Vehicle** covered by this **Service Contract**, as identified on the Declaration Page.

Obligor/Service Provider: means the entity that is contractually obligated to **You** under the terms of this **Service Contract**. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this **Service Contract** is between **You** and WG Dealer Services. In Florida and Oklahoma, this **Service Contract** is between **You** and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this **Service Contract** is between **You** and Protective Administrative Services, Inc. In Maine this **Service Contract** is between **You** and the Issuing Dealer. In all other states, this **Service Contract** is between **You** and Western General Dealer Services, Inc. (CA Lic. #0E39085).

Service Contract Purchase Price/Provider Fee: means the price paid by **You** for the purchase of this **Service Contract**.

Service Contract: means this **Service Contract** and **Your** completed Declarations Page

Service Contract Purchaser/Holder: means the purchaser of this **Service Contract** as named in the Declarations Page.

We, Us, or Our: means the **Obligor/Service Provider**. In Maine **We, Us, or Our** means the **Issuing Dealer**.

You or Your: means the **Service Contract Purchaser/Holder** as named in the Declarations section.

Deductible - Your deductible is \$100 or as optionally selected in the Declarations section. **Your** Deductible will be applied for each REPAIR VISIT. **You** will be assessed one deductible per visit. If the optional Disappearing Deductible has been selected (available only for New **Vehicle** Plans), no deductible will be charged for a covered **Mechanical Breakdown** which is completed by the **Issuing Dealer** listed on the declaration page. If **You** selected the Disappearing Deductible and the covered **Mechanical Breakdown** is NOT completed by the **Issuing Dealer** listed in the Declarations section, **Your** deductible will be the standard \$100 per repair visit, or as optionally selected. No deductible will be applied to Alternate Transportation, or Trip Interruption Benefits provided in conjunction with the repair of a part covered by the Manufacturer's Warranty that is also covered by this **Service Contract**. No deductible applies to Tire & Wheel Road Hazard or Roadside Assistance benefits.

Manufacturer's Deductible Reimbursement - In the event that **You** are charged a deductible for claims against the Original Manufacturer's Warranty and the repaired part is covered by this **Service Contract**, **You** will be reimbursed up to \$100 per occurrence.

Lifetime Deductible Guarantee - In the event **You** incur a second failure to the same covered part during the lifetime of this **Service Contract**, **You** will not be charged a second or any subsequent deductible for the same covered part.

Payment for Covered Repairs - In the event of a **Mechanical Breakdown** of a covered part (based on the Coverage Plan Selected in the Declarations section, **We** under this **Service Contract** will at **Our** option, repair, replace, pay for, or reimburse **You** or the repair facility for the reasonable cost to repair or replace such covered parts less **Your** deductible, if any, as shown in the Declarations section. This **Service Contract** does not obligate the **Issuing Dealer** or any party to provide coverage for any parts or services not listed as covered herein, including parts and services which may be necessary to preserve or maintain the utility, performance, or proper operation of the **Vehicle** under normal operation and service. The maximum allowance for covered repair time is governed by established industry time and labor guides. **Repairs and/or replacements will be made with parts of like kind and quality. The Claims Service may elect to provide repairs and/or replacements with new parts or parts of like kind and quality (i.e., rebuilt, remanufactured or used parts).**

Light Commercial Use vehicles are covered only if the Light Commercial surcharge is selected in the **Declarations section** and applies to passenger vehicles, light duty trucks and vans, rated 1 (one) ton or less, that are used primarily for business travel, light pick up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, with usage that does not exceed manufacturer's ratings and/or limitations.

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this Service Contract. If a claim has been made against this Service Contract, or after this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. If the Vehicle has been sold to a Dealer or non-Private Party Purchaser, or has been deemed a total loss, it is Your responsibility to contact the Obligor for a refund (800) 242-9442.

Transfer - This Service Contract is transferable, one time only, to a Private Party Purchaser (the approved transferee) You sell the Vehicle to while this Service Contract is still in force. To transfer You must give Us a \$55 Transfer Fee and a Bill of Sale along with a completed Transfer Form (provided by the Us) within 30 days of sale of the Vehicle, and provided You include with Your transfer request evidence that You have also effected a transfer of the Manufacturer's Warranty, (if the Manufacturer requires transfer). Refund rights do not apply after transfer.

Service Contract Territory - This Service Contract applies to a Mechanical Breakdown or failure occurring only within the United States and Canada.

Term and Mileage Expiration - **NEW AND CERTIFIED PRE-OWNED VEHICLE PLANS:** This **Service Contract** is effective on the Date the Manufacturer's or Certified Pre-Owned Warranty begins (IN-SERVICE DATE) and expires based on either elapsed time from the Effective Date at 12:01 local time on that date, or when the **Vehicle** has accumulated the total mileage limitation from mile zero (0), whichever shall occur first, based upon the Term/Mileage selected.

Right to Recover - If anything is paid under this **Service Contract** and **You** have the right to recover from another party, **Your** rights become subrogated to the **Us** up to the amount paid. **You** must do whatever is necessary to enable **Us** to enforce these rights.

No Benefit to Bailee - This **Service Contract** shall not directly or indirectly benefit any carrier or bailee.

Arbitration Agreement - In the event that any claim remains unresolved following the procedures set forth in the "Notice" section, then any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of this **Service Contract's** effective date (www.adr.org). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

Limit of Liability - **THERE IS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE** including, but not limited to: injury, loss of life, property damage, loss of use, loss of time, inconvenience or commercial loss, or breach of implied warranties, which result from a covered or non-covered Mechanical Breakdown under the terms of this Service Contract and such liability is expressly excluded. This Service Contract is NOT a warranty and does NOT guarantee the utility or performance of the Vehicle. The liability for any Mechanical Breakdown shall not exceed the actual cash value of the Vehicle at the time of a Mechanical Breakdown. The total of all benefits paid or payable during the term of this Service Contract shall not exceed the Vehicle purchase price.

WHAT IS NOT COVERED AND NON-COVERED PARTS

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on pages 1 or 2 as a “Covered Part”; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc. as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repaired, after the purchase of the Vehicle), so that the actual mileage cannot be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for commercial purposes such as hauling, hauling for hire, delivery, shuttle, taxi or limousine service, law enforcement services, emergency services, security services, snow plowing, cable installation or removal or any Vehicles which are rented; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine’s compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); (9) pre-existing conditions (all covered parts under the Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract); (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers, except when required in conjunction with a covered repair; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under “YOUR RESPONSIBILITIES” on page 1; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly, exhaust system, belts and hoses; (21) glass, lenses, sealed beams, tires (except if optionally selected on Page 1), trim, moldings, bright metal, upholstery and paint;

WHEN TIRE & WHEEL ROAD HAZARD COVERAGE IS SELECTED AS SHOWN ON PAGE 1, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY - ABOVE EXCLUSIONS APPLY IN ADDITION TO THE FOLLOWING: (A) Tires with less than 3/32nds tread depth remaining; (B) run-flat tires; (C) repairs/replacements covered by a manufacturer, service agreements, a primary insurance policy or warranty - including the repair or replacement of a tire by any manufacturer’s warranty or for any other coverage or reason the manufacturer, importer, distributor or seller repairs or replaces the tire/wheel at its expense or at a reduced cost; (D) tire or wheel replacement exceeding the manufacturer’s vehicle specifications; (E) damage caused by: sidewall/curb impact, rim pinches, improper inflation/balancing/alignment, vehicle accident or collision, off-road/unpaved road use, negligence, abuse, misuse, tire chains, racing, fire, theft or vandalism; (F) damage to attaching hardware, wheel covers or “space saver” style spare tires; (G) disposal charges, wheel alignments, tire rotations, storage or freight charges; (H) any claim if your vehicle is used for police or emergency service, snow removal, for hire, commercial delivery/service/repair, rental purposes, towing a trailer or another vehicle - unless your vehicle is equipped for this as recommended by the manufacturer; (I) any incidental or consequential damages or costs incurred repairing or replacing a tire/wheel; (J) liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of your vehicle whether or not related. **The suppliers providing products and services for Tire & Wheel Road Hazard coverage are independent contractors and are not agents or employees of the Obligor or any of its affiliates; neither Obligor nor its affiliates are liable for the acts, errors, omissions, representations, products, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage or other damages or expenses resulting therefrom.**

HOW TO MAKE A CLAIM

- CLAIMS SERVICE PHONE NUMBER AND ADDRESS:** Nationwide Toll Free **(800) 242-9442**. P.O. Box 4493, Woodland Hills, CA 91365.
- CLAIMS SERVICE BUSINESS HOURS:** Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.
- AFTER HOURS CLAIMS SERVICE:** For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section C. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours.
- It is a condition for coverage that BEFORE ANY REPAIR or replacement is made, You (or the chosen Repair Facility) MUST GIVE NOTICE TO THE CLAIMS SERVICE. NO REPAIR OR REPLACEMENT SHALL BE PERFORMED UNLESS FIRST APPROVED BY THE CLAIMS SERVICE. The Claims Service shall have a reasonable period of time to exercise its option to inspect the Vehicle.**
- A. In the event of a claim for Tire & Wheel Road Hazard, You MUST follow this procedure:**
- 1. Return Your Vehicle and/or the tire to the Issuing Dealer and present a copy of this Service Contract.
 - 2. In the event You cannot return your Vehicle to the Issuing Dealer, You must contact the Claims Service to direct you to a service company equipped to complete a covered repair.
- B. In the event of a Mechanical Breakdown, You MUST follow this procedure:**
- 1. You must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered Mechanical Breakdown, You must bear the cost of tear down and any corrective repairs and/or reassembly. If the Mechanical Breakdown is covered under this Service Contract, We will also pay the reasonable cost to tear down.
 - 2. Return Your Vehicle to the Issuing Dealer or any licensed repair facility and present a copy of this Service Contract. Contact the Claims Service at the above number before repairs begin.
 - 3. Provide receipts for required maintenance servicing. (See “Your Responsibilities” in the Declarations section.)
 - 4. Pay the applicable deductible and any other non-covered charges.
- C. FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:**
- 1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.
 - 2. You or the Repairer must contact the Claims Service at the above number before repairs begin, have Your Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.
 - 3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.
 - 4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.
 - 5. If Claims Service re-opens before repairs to Your Vehicle are completed, You MUST IMMEDIATELY contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.

Travel Guard Claim Payment Benefit - In the event You are unable to return the Vehicle to Your Issuing Dealer, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.

NATURE OF AGREEMENT: You agree and understand that this Service Contract is NOT A POLICY OF INSURANCE. This Service Contract is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to Service Contracts.

NOTICE: The obligations and promises contained within this Service Contract are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. You may file a claim with this insurance company if any promise made in this Service Contract has been denied or has not been honored within sixty (60) days the date proof of loss was filed. This “limited” Service Contract is NOT a warranty and does NOT guarantee the utility or performance of the vehicle.

STATECHANGES

If **You** purchased this **Service Contract** in any of the following states, this **Service Contract** is amended as indicated below:

ALABAMA: The following is added to the Refunds provision: The processing fee is amended to \$25.00 and will only be charged for cancellations requested by **You**. It will not apply to cancellations initiated by **Us**. A 10% penalty will be added to any refund not paid or credited with 45 days.

ALASKA: The Refunds provision is amended to state that the processing fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If **We** cancel this **Service Contract**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least 60 days before the effective date of cancellation. However, if **We** cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by **You** to provide the information necessary to determine the **Service Contract** purchase price, **We** will mail a written notice of cancellation to **You** at **Your** last known address before the 20th day proceeding the effective date of cancellation. If **We** cancel this **Service Contract** for conviction of **You** of a crime, fraud or material misrepresentation made by **You** or a representative of **You** in obtaining this **Service Contract** or by **You** in pursuing a claim under this **Service Contract**, written notice shall be mailed to **You** at **Your** last known address at least 10 days before the effective date of the cancellation. The Arbitration provision is amended to state that Arbitration is voluntary and nonbinding.

ARIZONA: The following sentence is added to the "Refunds" section: If **You** are unable to recover a refund from the **Issuing Dealer**, **You** may request from **Us** a refund of the **Service Contract** purchase price.

The following is deleted from the refunds provision: The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The following language is deleted from the Transfer provision: Refund rights do not apply after transfer.

The following is added to the Arbitration provision: The Arbitration Agreement does not preclude **You** from pursuing any assistance and/or remedies available to **You** from the Arizona Department of Insurance. The Arbitration Agreement relates to **Your** legal remedies and does not preclude **You** from seeking any other non-legal remedy, such as but not limited to, assistance from the Arizona Department of Insurance or Better Business Bureau, mediation, or any other administrative remedies available under Arizona law. The venue for any complaint filed by an Arizona resident shall be Arizona.

Under“WHAT IS NOT COVERED AND NON-COVERED PARTS,

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repaired after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #9 is deleted in its entirety.

Exclusion #10 is deleted and replaced with the following: A **Vehicle** that **You** have modified, or that **You** are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.

The last sentence of the Notice provision is deleted and replaced with the following:

You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days.

ARKANSAS - NOTICE TO PURCHASER: The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a **Vehicle**.

The following is added to the Right to Recover provision: We shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The Arbitration provision is amended to state that Arbitration is voluntary and nonbinding.

CALIFORNIA: The following disclosure is added to this Service Contract: All coverages under OPTIONAL COVERAGE are limited to repair or replacement for damages caused by road hazards.

The refund section is deleted and replaced with the following: Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against the **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of the **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.

This **Service Contract** may be cancelled by **Us** for any reason within 60 days of the **Service Contract** purchase date if **We** mail a notice postmarked before the 61st day after the date **You** purchased the **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, **We** shall refund the full purchase price stated on the **Service Contract** within 30 days from the date of cancellation. However, if **We** have paid a claim, or has advised **You** in writing that it will pay a claim, it shall provide a pro-rata refund, less the amount of any claims paid prior to cancellation.

Any cancellation refunds will be made payable to the lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. Roadside Assistance provided through Emergency Response Marketing at (888) 233-2371.

The Notice provision is deleted and replaced with the following: NOTICE: Performance to **You** under this **Service Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is : Lyndon Property Insurance company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800)927-4357.

COLORADO: This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W821-0207.

CONNECTICUT: Resolution of Disputes: If **You** are not satisfied with the Obligor's resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.

The following is added to the Refunds provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed. The following is added to Term and Mileage Expiration provision: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.

The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, to provide a warranty covering certain classes of used motor VEHICLES as follows:

Used VEHICLES with a sale price of \$3,000 but less than \$5,000:

Provides coverage for 30 days or 1,500 miles, whichever comes first.

Used VEHICLES with a sale price of \$5,000 or more:

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The Vehicle **You** have purchased may be covered by this law. If so, the following is added to the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase the **Service Contract**, which may provide **YOU** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for the **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in the **Service Contract** apply only to the **Service Contract** and are not the terms of the required dealer warranty.

FLORIDA - In Florida We, Us and Our means Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365. If the **Issuing Dealer** is out of business, please advise the Claims Service, and the disappearing deductible will be honored even though repairs were completed by an entity other than the **Issuing Dealer**. Please contact the Claims Service before obtaining service, and notify them that the **Issuing Dealer** for **Your Service Contract** is no longer in business. The Claims Service will direct **You** to a participating dealer in **Your** area who will honor the disappearing deductible that **You** selected.

Under Plan Benefits, Complimentary 24-Hour Roadside Assistance, item 6. Concierge Service, is deleted in its entirety. This benefit is not available in Florida.

The "Refunds" Section is deleted and replaced with the following:

Refunds

Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Within the first 60 days after receipt of this **Service Contract**, the **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less any claims paid and less an administrative fee of five percent (5%) of the **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**.

If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.

After the **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of the **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The Transfer provision is amended by revising the transfer fee to \$40.00.

The Arbitration provision is amended to state that Arbitration is voluntary and non-binding. The venue for arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.

STATE CHANGES(CONTINUED)

GEORGIA: The Refunds provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service Contract**, **You** must: a. Mail this **Service Contract** to Us along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide Us with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by Us. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer.

The Arbitration Agreement provision is deleted in its entirety.

Under “What Is Not Covered and Non-Covered Parts”,

Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under the Service Contract must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

HAWAII: The Tire & Wheel Road Hazard coverage is not available in Hawaii.

The following is added to the Refunds provision: **We** may cancel this **Service Contract** by mailing **You** at least five (5) days prior notice to **Your** last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of **Service Contract** purchase price; (b) a material misrepresentation by **You** to Us; or (c) a substantial breach of duties by **You** relating to the **Vehicle**. A 10% penalty per month will be added to any refund not paid or credited with 45 days after the return of this **Service Contract**.

The following language is added to the Service Contract: Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale - Provides Coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale - Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to **this Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase the **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

IDAHO - NOTICE TO PURCHASER: The coverage **You** are buying is not required to register or finance a **Vehicle**. Coverage afforded under this **Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS: The Refunds provision amended by revising the processing fee to 10% of the **Service Contract** purchase price or \$35.00 whichever is less.

INDIANA: **Your** proof of payment to the **Issuing Dealer** or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

IOWA: Pursuant to the Iowa Motor Vehicle Service Contracts Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa 50319, (515) 281-4441.

KANSAS: The Tire & Wheel Road Hazard and Roadside Assistance coverages are not available in Kansas.

KENTUCKY: The Tire & Wheel Road Hazard and Roadside Assistance coverages are not available in Kentucky. Alternate Transportation, Towing, and Trip Interruption are not available in Kentucky unless the benefit is directly related to a loss resulting from defects in material or workmanship.

LOUISIANA: The Refunds provision is deleted and replaced with the following:

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer**. After this **Service Contract** has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the **Issuing Dealer**. Vehicle mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity. If a lien is outstanding against the described **Vehicle** and/or this **Service Contract** itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

MASSACHUSETTS - NOTICE TO PURCHASER: The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the **Issuing Dealer** of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.

The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

The Refunds provision is amended by deleting the processing fee. A fee will not be charged in Massachusetts.

The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.

The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.

Under “WHAT IS NOT COVERED AND NON-COVERED PARTS,” the following is added to exclusion #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

MINNESOTA - MINNESOTA AMENDMENT: Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor Vehicle has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor Vehicle has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request.

The following is added to the Refunds provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.

The Arbitration provision is amended to state that Arbitration is voluntary and nonbinding.

The following sentence is deleted from the definition of **Mechanical Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.

The What is not covered an non-covered parts provision is amended as follows:

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #7 is deleted and replaced with the following: “(7) damage and/or failures caused by insufficient levels of fluids, lubricants, or coolants.”

Exclusions # 9, 16 and 19 are deleted.

The phrases“...but not limited to...” and “...such as...” are deleted wherever they appear in the **Service Contract**.

MISSISSIPPI: The Arbitration provisions are voluntary and non-binding.

MISSOURI: The following language is added to the Refunds provision: If this **Service Contract** is cancelled we shall mail you a written notice of cancellation within 15 days of the date of termination. A 10% penalty per month shall be added to a refund that is not paid within thirty (30) days of the return of this **Service Contract**.

The following is added to the Arbitration Agreement provision: Arbitration shall be held in the county of **Your** residence or place of business unless **You** have no residence or place of business, then the arbitration will be held in a location as provided under Missouri law. Arbitration is voluntary. **You** are bound by the arbitration only when **You** have elected to arbitrate and a lawful and binding arbitration follows.

The Notice provision is deleted and replaced with the following: **Our** obligations under this **Service Contract** are guaranteed under a service contract reimbursement insurance policy. If **We** fail to pay or provide service within 60 days after proof of loss has been filed, **You** are entitled to make a claim directly through the reimbursement insurance policy. For more information, please call us at 1-800-950-6060 or write to us at: One Forty Road, Suite 400, St. Louis, MO 63017. Toll-free at 1-800-950-6060.

You must provide notice of cancellation to **Us** at least 5 days prior to the cancellation by Us. Prior notice is not required if cancellation is due to nonpayment of the purchase price of the **Service Contract**.

YOUR SERVICE CONTRACT ARE BACKED BY LYNDON PROPERTY INSURANCE COMPANY, INC., 10000 N. MISSOURI AVENUE, SUITE 100, ST. LOUIS, MO 63060. YOU MAY FILE A CLAIM WITH THIS INSURANCE COMPANY IF YOUR SERVICE CONTRACT HAS BEEN HONORED WITHIN SIXTY (60) DAYS THE DATE PROOF OF LOSS IS SUBMITTED.

THE FOLLOWING IS THE ARBITRATION AGREEMENT: Any controversy or claim arising out of or relating to this **Service Contract** shall be referred to and finally decided by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision is rendered, the award must be made within 30 days of service of the arbitrator's decision. If this arbitration agreement is found to be unenforceable, the parties agree to litigate their dispute in the state and federal courts of the State of Missouri.

STATECHANGES(CONTINUED)

NEVADA: The following is added to the Refunds provision: This **Service Contract** may be cancelled by Us within the first 70 days if the **Vehicle**. In the event of cancellation. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining the **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 60 days after the return of this **Service Contract**

If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact Us for further information).

NEW HAMPSHIRE: The following is added to the Notice provision: In the event **You** do not receive satisfaction under this **Service Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

NEW MEXICO: The following is added to the Refunds provision: This **Service Contract** may be cancelled by Us within the first 70 days if the **Vehicle**. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**

NORTH CAROLINA: The following disclosure is added to this **Service Contract**: Purchase of this **Service Contract** is not required in order to purchase or obtain financing for a vehicle.

The Refunds provision is amended by revising the processing fee to \$35.00 or 10% of the refund amount, whichever is less.

OKLAHOMA: NOTICE TO PURCHASER: This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.

The Refunds provision is deleted and replaced with the following:

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made. If you cancel this Service Contract after sixty (60) days (New Vehicles) or 30 days (Pre-owned Vehicles) or have made a claim within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a processing fee of 10% of the unearned pro rata purchase price or thirty-five dollars (\$35.00), whichever is less, will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. If We cancel this Service Contract 100% of the Service Contract purchase price will be refunded. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

The following disclosure is added to this Service Contract: Oklahoma does not review commercial service warranty language (only personal).

RHODE ISLAND: The following language is added to the **Service Contract**: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 36,000 miles at the time of sale

Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale

Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this

Service Contract and are not the terms of the required dealer warranty.

SOUTH CAROLINA: The following is added to the Refunds provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

The Refunds provision is amended by revising the processing fee to \$25.00.

The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

TEXAS: The following is added to the Refunds provision: If **We** cancel this **Service Contract We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

UTAH: Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Upon Our failure to perform under this **Service Contract**, Lyndon Property Insurance Company shall pay, on Our behalf, any sums **We** are legally obligated to pay or shall provide any service **We** are legally obligated to perform according to Our contractual obligations under this **Service Contract** issued or sold by Us.

The following is added to the Refunds provision: If **We** cancel within the first thirty days or for nonpayment at any time, it must provide 10 days notice. If **We** cancel after 60 days, **We** must provide 30 days notice. After 60 days, **We** may only cancel for any of the reasons set forth in Utah Statutes 31A-21-303 (2)(a), including material misrepresentation, fraud, or a substantial breach of a contractual duty or condition.

The following is added to Section B.5 of "How to Make a Claim": **Your** failure to submit items B.1, B.2, and B.4 within 10 days of completed repairs will not invalidate **Your** claim if **You** can show that it was not reasonably possible to submit those items within 10 days and those items were submitted as soon as reasonably possible.

The terms under which this **Service Contract** may be paid are as follows: The purchase price may be paid in full, financed through **Your** lender, or paid in accordance with a payment plan. The **Issuing Dealer** can explain these payment options to **You**.

The following is deleted from the "How to Make a Claim" section: **NATURE OF AGREEMENT:** You agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given to it by the Magnuson Moss Warranty-- Federal Trade Commission Improvement Act (Act of January 4, 1975, Public law 93-637) as it relates to Service Contracts.

VERMONT: The following is added to the Refunds provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration provision is amended to state that arbitration is binding upon the parties only if both parties agree to the Arbitration process.

VIRGINIA: The optional Tire & Wheel Road Hazard Coverage is not available in Virginia.

WASHINGTON: The Refunds provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, the **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against the **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the Vehicles odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**.

The following is added to the Arbitration provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with the **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Notice provision is deleted and replaced with the following: **Our** obligations and promises contained within the **Service Contract** are guaranteed by Policy number 55-WA-VW601-0906 issued by Lyndon Property Insurance Company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800)950-6060.

STATE CHANGES (CONTINUED)

WEST VIRGINIA: The Arbitration Agreement provision is deleted and replaced with the following:
If We and You do not agree whether coverage is provided under this Service Contract for a claim made by or against You, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will:
(a) pay its chosen arbitrator; and
(b) bear the other expenses of the third arbitrator equally.

WISCONSIN - THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The Arbitration Agreement provision is amended to state that the Arbitration process is nonbinding.
The following is added to the Right to Recover provision: **We** shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.
The following is added to the How to Make a Claim provision:

Notice of loss should be made as soon as reasonably possible and within one year. Failure by you to give notice or obtain prior authorization does not invalidate or reduce a claim unless we are prejudiced by your failure to give notice or obtain prior authorization.

WYOMING - The Refunds provision is deleted and replaced with the following: Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this Service Contract. If a claim has been made against this Service Contract, or after this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to You and the lienholder may be shown as an additional payee. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. If We cancel this Service Contract for any reason other than nonpayment of the Service Contract purchase price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, We shall mail a written notice to You at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to You within 45 days after the return of this Service Contract to Us.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.
The "Arbitration Agreement" section is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.



Western General Dealer Services, Inc.
In CO, IA, IL, PA and TN: WG Dealer Services
In FL and OK: Western General Warranty Corporation (FL License #60078)
In LA, WA and WI: Protective Administrative Services, Inc.
P.O. Box 4493, Woodland Hills, CA 91365 (800)242-9442

SELECT
New Vehicle/Extended Eligibility Service Contract
THIS SERVICE CONTRACT IS NOT AN INSURANCE POLICY.



Lyndon Property Insurance Company
14755 N. Outer Forty Rd., Ste 400
St. Louis, MO 63017

DECLARATIONS

CONTRACT HOLDER (CUSTOMER INFORMATION)

Service Contract Purchaser

Street Address

City, State Zip

Phone Number

COVERED VEHICLE

Year/Make/Model

Odometer

VIN # (17 Characters)

Vehicle Purchase Price

Service Contract Price

\$

\$

Lienholder (Must be completed)

Address

CONTRACT NO.2327 -

Effective Date (Purchase Date)

CONTRACT Term/Mileage

Months0,000Miles

\$100 STANDARD DEDUCTIBLE (Unless optionally checked below)

\$50 Deductible Option

\$0 Deductible Option

STANDARD SURCHARGES

OPTIONAL COVERAGE

4WD/AWD

Turbo/Super

Diesel

Domestic Trucks & Vans 1 Ton and up

Light Commercial Use

Dual Wheel

Lift Kit

Tire & Wheel Road Hazard

DEALERSHIP

Issuing Dealer

Street Address

City, State, Zip

YOUR RESPONSIBILITIES: Service and maintain Your Vehicle as recommended by the Manufacturer. Verifiable invoices from a licensed service facility, showing dates, mileage and service performed, must be kept and may be required to establish coverage. If you do the servicing yourself, a log and verifiable receipts for parts and fluids must be kept and may be required. In Washington, the implied warranty of merchantability on the motor vehicle is not waived if this Service Contract has been purchased within 90 days of the purchase date of the Vehicle from the Issuing Dealer who also sold the Vehicle covered by this Service Contract. In order to claim benefits, follow the procedure on page 4, HOW TO MAKE A CLAIM.

I hereby declare that I have fully read the terms of this Service Contract (pages 1-4 and the applicable STATE CHANGES section) Including: (1) COVERED PARTS, (2) WHAT IS NOT COVERED AND NON-COVERED PARTS, (3) Term and Mileage Expiration, (4) the Arbitration Agreement, (5) Refunds (6) the Limit of Liability, I understand and accept all the provisions therein. There have been no other oral or written agreements or representations made other than those expressly contained in this Service Contract. Purchase of this Service Contract is optional, and not required to obtain financing.

Service Contract Purchaser's Signature

Date

Issuing Dealer's Authorized Representative Signature

Date

OPTIONAL COVERAGE
(ELIGIBLE UP TO 5 MODEL YEARS OLD AND 60,000 MILES AT TIME OF SALE)

1. TIRE & WHEEL ROAD HAZARD COVERAGE: This coverage provides Vehicle tire repair or replacement when damaged by a Road Hazard, including conditional Vehicle wheel replacement. A Road Hazard is defined as: objects and road conditions such as potholes, rocks, nails, metal parts, wood debris, plastic or composite scraps, or any item causing tire damage other than normal wear and tear.

TIRE Coverage Limit: For the term of **Your Service Contract**, this coverage provides up to \$50 per incident for the repair of a flat tire damaged by a Road Hazard. If the Road Hazard damaged tire is non-repairable and has more than 3/32nds of tread depth remaining, it is eligible for replacement with a comparable new tire – limited to five (5) replacements during the term of the **Service Contract**. The tire replacement benefit also includes up to \$25 for mounting, balancing, valve stem, taxes and fees. The tire should be returned to the **Issuing Dealer** - where the tire benefit will be based on the average retail tire value, as determined by **Us**, for the replacement of the covered **Vehicle** tire with one of “like kind and quality.” If the replacement tire is upgraded beyond OEM standards or exceeds “like kind and quality” replacement value **We** reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM tire.

WHEEL Coverage Limit: For the term of the **Service Contract**, this coverage provides for conditional wheel damage. If the wheel on which the covered damaged tire was mounted does not hold air after the tire was repaired, the wheel must be inspected for replacement consideration. Coverage for the replacement of the wheel will be based on the retail replacement value, as determined by **Us**, for the covered **Vehicle** wheel with one of “like kind and quality.” If the replacement wheel is upgraded beyond OEM standards or exceeds “like kind and quality” replacement value, **We** reserve the right to make reimbursement at the generally accepted retail replacement cost for the appropriate OEM wheel.

The aggregate combined Tire and Wheel Benefit for the term of the **Service Contract** shall not exceed **\$2500**. Benefits are limited to the original set of tires and wheels on the **Vehicle** at the time of purchase and/or any documented new replacement tires purchased for the **Vehicle** during the term of the **Service Contract**.

OPTIONAL COVERAGE is not available in all states. See STATE CHANGES beginning at page 4 for your state. Also see WHAT IS NOT COVERED AND NON-COVERED PARTS section of this Service Contract for other exclusions that may apply.

COVERED PARTS

The coverage provided by this **Service Contract** supplements the new **Vehicle** warranty provided by the manufacturer to the original owner of the covered **Vehicle**. After the expiration of the new **Vehicle** warranty and before the expiration of this **Service Contract**, **We** will, upon payment of the deductible amount per visit selected on the front of this **Service Contract**, make any necessary repairs to the **Vehicle**, excepting any parts and Breakdowns listed under the sections of this **Service Contract** entitled “What Is Not Covered” and “Exclusions – What This **Vehicle Service Contract** Does Not Cover”.

PLAN BENEFITS

Rental reimbursement is based on labor time charged due to the repair(s). Rental will not be authorized until the repairs have been authorized by Us. One-day rental is allowed for parts delay, inspection of breakdown, and/or the first 8 hours or fraction thereof, of mechanical labor performed. An additional day of rental will be authorized for every additional 8 hours of labor time charged to do the repairs. TO RECEIVE RENTAL BENEFITS YOU MUST SUPPLY OBLIGOR WITH A RECEIPT FROM A LICENSED RENTAL AGENCY. The limit on this reimbursement is up to \$25 per day for up to 6 days per Mechanical Breakdown or series of Mechanical Breakdowns related in time or cause.

PLC-712 (03/08)

ADMINISTRATOR COPY/TOP WHITE

DEALERSHIP COPY/CANARY

LIENHOLDER COPY/PINK

CUSTOMER COPY/BLACK WHITE

Page 1 of 8

Complimentary 24-Hour ROADSIDE ASSISTANCE Toll Free (888) 233-2371 - If **Your Vehicle** is in need of non-accident related Roadside Assistance, **You** must call the toll-free number listed above for service. For the term of this **Service Contract**, the following benefits are available 24-hours a day, 365 days a year, anywhere in the United States and Canada:

1. Towing Assistance

2. Jump Starts

3. Flat Tire Changes (with customer's inflated spare)
4. Vehicle Fluid Delivery - cost of fluids extra

5. Lock-out Assistance - key cuts/replacement extra
6. Concierge Service - courtesy help & emergency phone call support to relatives, police, etc.

A Maximum Benefit of \$100 per incident applies. Only requests for services dispatched through the above listed number will be honored. (Services are not provided in areas where state providers are exclusively utilized, such as selected state toll-roads or highways.) No Deductible is applied.

DEFINITIONS

- **Issuing Dealer/Service Contract Seller:** means the entity who sells this **Service Contract** to **You**.
- **Mechanical Breakdown:** means the failure of a covered part due to a defect in the part or faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A **Mechanical Breakdown** does not include gradual reduction in operation performance as a result of normal wear and usage when no **Mechanical Breakdown** has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a **Mechanical Breakdown** will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the **Mechanical Breakdown** is covered under the terms of this **Service Contract**, **We** will also pay the reasonable cost to tear down/disassemble.
- **Motor Vehicle/Vehicle:** means the **Vehicle** covered by this **Service Contract**, as identified in the Declarations section.
- **Obligor/Service Provider:** means the entity that is contractually obligated to **You** under the terms of this **Service Contract**. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this **Service Contract** is between **You** and WG Dealer Services. In Florida and Oklahoma, this **Service Contract** is between **You** and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this **Service Contract** is between **You** and Protective Administrative Services, Inc. In Maine this **Service Contract** is between **You** and the **Issuing Dealer**. In all other states, this **Service Contract** is between **You** and Western General Dealer Services, Inc. (CA Lic. #0E39085).
- **Service Contract Purchase Price/Provider Fee:** means the price paid by **You** for the purchase of this **Service Contract**.
- **Service Contract:** means this **Service Contract** and **Your** completed in the Declarations section.
- **Service Contract Purchaser/Holder:** means the purchaser of this **Service Contract** as named in the Declarations section.
- **We, Us, or Our:** means the **Obligor/Service Provider**. In Maine **We, Us, or Our** means the **Issuing Dealer**.
- **You or Your:** means the **Service Contract Purchaser/Holder** as named in the Declarations section.

WHAT IS NOT COVERED

THE FOLLOWING ARE NOT COVERED BY THIS SERVICE CONTRACT: PAINT/CARPETING; FRAME OR STRUCTUAL SEPARATION; MANUAL/HYDRAULIC CLUTCH ASSEMBLY; SHOCK ABSORBERS; TRIM; HOSES AND RUBBER PARTS; FIBERGLASS TOP; ANY REPOSITIONING, REFITTING OR REALIGNING; MOLDINGS; DISTRIBUTOR CAP/ROTOR; TIRES/WHEELS (EXCEPT OPTIONALLY SELECTED IN THE DECLARATIONS SECTION); AIRBAG/SUPPLEMENTAL RESTRAINT SYSTEMS; LENSES; BATTERY AND CABLES; ALL MAINTENANCE SERVICE AND ITEMS SUCH AS ALIGNMENTS, WHEEL BALANCES, ENGINE TUNE-UPS, SPARK/GLOW PLUGS, PLUG WIRES, BRAKE PADS, LININGS & SHOES, FILTERS, LUBRICANTS, COOLANTS, HOSES AND BELTS; BRIGHT METAL; LIGHT BULBS/HEADLIGHTS; EXHAUST SYSTEM; WEATHER STRIPPING; BODY PANELS; BRAKE ROTOR/DRUMS NORMAL FLUID/OIL LUBRICANT SEEPAGE; CANVAS, VINYL OR FABRIC TOPS, SHOP SUPPLIES, HAZARDOUS WASTE REMOVAL; BODY ADJUSTMENTS; BUTTONS, HANDLES, DOOR HINGES, GLASS (EXCEPT OPTIONALLY SELECTED IN THE DECLARATIONS SECTION); SERVICE ADJUSTMENTS AND CLEANING.

EXCLUSIONS – WHAT THIS SERVICE CONTRACT DOES NOT COVER

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on pages 1 or 2 as a “Covered Part”; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc. as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repair, so that the actual mileage cannot be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for commercial purposes such as hauling, hauling for hire, delivery, shuttle, taxi or limousine service, law enforcement services, emergency services, security services, snow plowing, cable installation or removal, or any Vehicles which are rented; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine's compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); **(9) pre-existing conditions (all covered parts under this Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract)** (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers, except when required in conjunction with a covered repair; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under “YOUR RESPONSIBILITIES” in the Declarations section; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly, exhaust system, belts and hoses; glass, lenses, sealed beams, tires, trim, moldings, bright metal, upholstery and paint;

WHEN TIRE & WHEEL ROAD HAZARD COVERAGE IS SELECTED AS SHOWN ON PAGE 1, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY - ABOVE EXCLUSIONS APPLY IN ADDITION TO THE FOLLOWING: (A) Tires with less than 3/32nds tread depth remaining; (B) run-flat tires; (C) repairs/replacements covered by a manufacturer, service agreements, a primary insurance policy or warranty - including the repair or replacement of a tire by any manufacturer's warranty or for any other coverage or reason the manufacturer, importer, distributor or seller repairs or replaces the tire/wheel at its expense or at a reduced cost; (D) tire or wheel replacement exceeding the manufacturer's Vehicle specifications; (E) damage caused by: sidewall/curb impact, rim pinches, improper inflation/balancing/alignment, Vehicle accident or collision, off-road/unpaved road use, negligence, abuse, misuse, tire chains, racing, fire, theft or vandalism; (F) damage to attaching hardware, wheel covers or “space saver” style spare tires; (G) disposal charges, wheel alignments, tire rotations, storage or freight charges; (H) any claim if Your Vehicle is used for police or emergency service, snow removal, for hire, commercial delivery/service/repair, rental purposes, towing a trailer or another Vehicle - unless Your Vehicle is equipped for this as recommended by the manufacturer; (I) any incidental or consequential damages or costs incurred repairing or replacing a tire/wheel; (J) liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether or not related. **The suppliers providing products and services for Tire & Wheel Road Hazard coverage are independent contractors and are not agents or employees of the Obligor or any of its affiliates; neither Obligor nor its affiliates are liable for the acts, errors, omissions, representations, products, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage or other damages or expenses resulting therefrom.**

LIGHT COMMERCIAL USE

A LIGHT COMMERCIAL USE VEHICLE IS DEFINED AS A VEHICLE REGISTERED TO A BUSINESS AND/OR FOR BUSINESS PURPOSES. VEHICLES THAT ARE USED IN EXCESS OF MANUFACTURERS G.V.W. OR FOR EXCESSIVE HAULING AND PULLING ARE EXCLUDED FROM COVERAGE HEREUNDER. TOW TRUCKS, SNOWPLOWS, TAXIS, AND POLICE VEHICLES ARE SPECIFICALLY EXCLUDED FROM COVERAGE HEREUNDER.

GENERAL PROVISIONS

Deductible - **Your** deductible is \$100 or as optionally selected in the Declarations section. **Your** Deductible will be applied for each REPAIR VISIT. **You** will be assessed one deductible per visit. No deductible will be applied to Rental Benefits provided in conjunction with the repair of a part covered by the Manufacturer's Warranty that is also covered by this **Service Contract**. No deductible applies to Tire & Wheel Road Hazard coverage or Roadside Assistance benefits. **Manufacturer's Deductible Reimbursement** - In the event that **You** are charged a deductible for claims against the Original Manufacturer's Warranty and the repaired part is covered by this **Service Contract**, **You** will be reimbursed up to \$100 per occurrence.

Payment for Covered Repairs - In the event of a **Mechanical Breakdown** of a covered part, **We** under this **Service Contract** will at its option, repair, replace, pay for, or reimburse **You** or the repair facility for the reasonable cost to repair or replace such covered parts less **Your** deductible, if any, as shown in the Declarations section. This **Service Contract** does not obligate the **Issuing Dealer** or any party to provide coverage for any parts or services not listed as covered herein, including parts and services which may be necessary to preserve or maintain the utility, performance, or proper operation of the **Vehicle** under normal operation and service. The maximum allowance for covered repair time is governed by established industry time and labor guides. Repairs and/or replacements will be made with parts of like kind and quality. **The Claims Service may elect to provide repairs and/or replacements with new parts or parts of like kind and quality (i.e., rebuilt, remanufactured or used parts).**

Service Contract Territory - This **Service Contract** applies to a **Mechanical Breakdown** or failure occurring only within the United States and Canada.

Term and Mileage Expiration - This **Service Contract** is effective on the Effective Date at 12:01 a.m. and expires based on either elapsed time from the Effective Date at 12:01 a.m., or when the **Vehicle** has accumulated the total mileage limitation from mile zero (0), whichever occurs first. A portion of the term of this **Service Contract** may run concurrent with the Manufacturer's Warranty.

Right to Recover - If anything is paid under this **Service Contract** and **You** have the right to recover from another party, **Your** rights become subrogated to **Us** up to the amount paid. **No Benefit to Bailee** - This **Service Contract** shall not directly or indirectly benefit any carrier or bailee.

Arbitration Agreement - In the event that any claim remains unresolved following the procedures set forth in the "Notice" section, then any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of this **Service Contract's** effective date (www.adr.org). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

Limit of Liability - THERE IS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE including, but not limited to: injury, loss of life, property damage, loss of use, loss of time, inconvenience or commercial loss, or breach of implied warranties, which result from a covered or non-covered **Mechanical Breakdown** under the terms of this **Service Contract** and such liability is expressly excluded. This **Service Contract** is NOT a warranty and does NOT guarantee the utility or performance of the **Vehicle**. The liability for any **Mechanical Breakdown** shall not exceed the actual cash value of the **Vehicle** at the time of a **Mechanical Breakdown**. The total of all benefits paid or payable during the term of this **Service Contract** shall not exceed the **Vehicle** purchase price.

HOW TO TRANSFER, OR CANCEL AND RECEIVE A REFUND

Transfer - This **Service Contract** is transferable, one time only, to a Private Party Purchaser (the approved transferee) **You** sell the **Vehicle** to while this **Service Contract** is still in force. To transfer **You** must give **Us**, a \$55 Transfer Fee and a Bill of Sale along with a completed Transfer Form (provided by the **Us**) within 30 days of sale of the **Vehicle**, and provided **You** include with **Your** transfer request evidence that **You** have also effected a transfer of the Manufacturer's Warranty, (if the Manufacturer requires transfer). Refund rights do not apply after transfer.

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity. If a lien is outstanding against the described **Vehicle** and/or this **Service Contract** itself, any cancellation refunds will be made payable to the Lienholder. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. **If the Vehicle has been sold to a Dealer or non-Private Party Purchaser, or has been deemed a total loss, it is Your responsibility to contact the Obligor for a refund (800) 242-9442.**

OPTION TO PURCHASE ANOTHER SERVICE CONTRACT WHEN CURRENT SERVICE CONTRACT EXPIRES

You may request to purchase another **Service Contract** from the **Issuing Dealer** only if the following criteria are satisfied. 1) The purchase must be made at least 30 days and 1,000 miles prior to the expiration of the current **Service Contract**. 2) The **Vehicle** is made available for inspection at **Our** request. 3) The **Vehicle** must qualify for the terms of this **Service Contract** based on mileage and age of the **Vehicle** when the request for future coverage is made. 4) Service records may be requested. 5) Cost of the new **Service Contract** will be based on the current rates. 6) Any questions or to purchase a **Service Contract**, contact **Issuing Dealer**.

HOW TO MAKE A CLAIM

CLAIMS SERVICE PHONE NUMBER AND ADDRESS: Nationwide Toll Free **(800) 242-9442**. P.O. Box 4493, Woodland Hills, CA 91365.
CLAIMS SERVICE BUSINESS HOURS: Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.
AFTER HOURS CLAIMS SERVICE: For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section C. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours.
It is a condition for coverage that BEFORE ANY REPAIR or replacement is made, You (or the chosen Repair Facility) MUST GIVE NOTICE TO THE CLAIMS SERVICE. NO REPAIR OR REPLACEMENT SHALL BE PERFORMED UNLESS FIRST APPROVED BY THE CLAIMS SERVICE. The Claims Service shall have a reasonable period of time to exercise its option to inspect the **Vehicle**.

- A. In the event of a claim for Tire & Wheel Road Hazard, **You MUST follow this procedure:**
 - 1. Return **Your Vehicle** and/or the tire to the **Issuing Dealer** and present a copy of this **Service Contract**.
 - 2. In the event **You** cannot return **Your Vehicle** to the **Issuing Dealer**, **You** must contact the Claims Service to direct **You** to a service company equipped to complete a covered repair.
- B. In the event of a **Mechanical Breakdown**, **You MUST follow this procedure:**
 - 1. **You** must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered **Mechanical Breakdown**, **You** must bear the cost of tear down and any corrective repairs and/or reassembly. If the **Mechanical Breakdown** is covered under this **Service Contract**, **We** will also pay the reasonable cost to tear down.
 - 2. Return **Your Vehicle** to the **Issuing Dealer** or any licensed repair facility and present a copy of this **Service Contract**. Contact the Claims Service at the above number before repairs begin.
 - 3. Provide receipts for required maintenance servicing. (See "Your Responsibilities" in the Declarations section)
 - 4. Pay the applicable deductible and any other non-covered charges.

- C. FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:
1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.
 2. You or the Repairer must contact the Claims Service at the above number before repairs begin, have Your Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.
 3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.
 4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.
 5. If Claims Service re-opens before repairs to Your Vehicle are completed You MUST IMMEDIATELY contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.

Travel Guard Claim Payment Benefit - In the event You are unable to return the Vehicle to Your Issuing Dealer, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.

NATURE OF AGREEMENT: You agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to **Service Contract**.

NOTICE: The obligations and promises contained within this **Service Contract** are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within sixty (60) days the date proof of loss was filed.

STATE CHANGES

If You purchased this **Service Contract** in any of the following states, this **Service Contract** is amended as indicated below:

ALABAMA: The Refunds provision is amended by revising the processing fee to \$25.00.

The following is added to the Refunds provision: A processing fee will only be charged for cancellations requested by You. It will not apply to cancellations initiated by Us. A 10% penalty will be added to any refund not paid or credited within 45 days.

ALASKA: The Refunds provision is amended to state that the processing fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If We cancel this **Service Contract**, We shall mail a written notice of cancellation to You at Your last known address at least 60 days before the effective date of cancellation. However, if We cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by You to provide the information necessary to determine the **Service Contract** purchase price, We will mail a written notice of cancellation to You at Your last known address before the 20th day proceeding the effective date of cancellation. If We cancel this **Service Contract** for conviction of You of a crime, fraud or material misrepresentation made by You or a representative of You in obtaining this **Service Contract** or by You in pursuing a claim under this **Service Contract**, written notice shall be mailed to You at Your last known address at least 10 days before the effective date of the cancellation.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

ARIZONA: The following sentence is added to the Refunds provision: If You are unable to recover a refund from the Issuing Dealer, You may request from Us a refund of the **Service Contract** purchase price.

The following is deleted from the Refunds provision: The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The following language is deleted from the Transfer provision: Refund rights do not apply after transfer.

The following is added to the Arbitration Agreement provision: The Arbitration Agreement does not preclude You from pursuing any assistance and/or remedies available to You from the Arizona Department of Insurance. The Arbitration Agreement relates to Your legal remedies and does not preclude You from seeking any other non-legal remedy, such as but not limited to, assistance from the Arizona Department of Insurance or Better Business Bureau, mediation, or any other administrative remedies available under Arizona law. The venue for any complaint filed by an Arizona resident shall be Arizona.

Under “EXCLUSIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER”,

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repaired after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #9 is deleted in its entirety.

Exclusion #10 is deleted and replaced with the following: (10) A **Vehicle** that You have modified, or that You are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.

The last sentence of the Notice provision is deleted and replaced with the following:

You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days. Agreement does not preclude You from pursuing any assistance and/or remedies available to You from the Arizona Department of Insurance.

ARKANSAS – NOTICE TO PURCHASER: The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a motor **Vehicle**.

The following is added to the Right to Recover provision: We shall not be entitled to any subrogation proceeds unless and until You have been fully reimbursed for Your loss.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

CALIFORNIA: The following disclosure is added to this Service Contract: All coverages under OPTIONAL COVERAGE are limited to repair or replacement for damages caused by road hazards.

The refund provision is deleted and replaced with the following:

Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of this **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the Issuing Dealer. **Vehicle** mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.

This **Service Contract** may be cancelled by Us for any reason within 60 days of the **Service Contract** purchase date if We mail a notice postmarked before the 61st day after the date You purchased this **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, We shall refund the full purchase price stated on this **Service Contract** within 30 days from the date of cancellation. However, if We have paid a claim, or has advised You in writing that it will pay a claim, it shall provide a pro-rata refund, less the amount of any claims paid prior to cancellation.

Any cancellation refunds will be made payable to the lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Roadside Assistance provided through Emergency Response Marketing at (888) 233-2371.

The Notice provision is deleted and replaced with the following: NOTICE: Performance to You under this **Service Contract** is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is, Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at (800)927-4357.

COLORADO: This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W822-0307

CONNECTICUT: Resolution of Disputes: If **You** are not satisfied with **Our** resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.

The following is added to the Refunds provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed.

The following is added to the Term and Mileage Expiration provision: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.

The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, to provide a warranty covering certain classes of used motor VEHICLES as follows:

Used VEHICLES with a sale price of \$3,000 but less than \$5,000: Provides coverage for 30 days or 1,500 miles, whichever comes first.

Used VEHICLES with a sale price of \$5,000 or more: Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase this **Service Contract**, which may provide **YOU** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

FLORIDA: In Florida We, Us and Our means Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365.

If the **Issuing Dealer** is out of business, please advise the Claims Service, and the disappearing deductible will be honored even though repairs were completed by an entity other than the **Issuing Dealer**. Please contact the Claims Service before obtaining service, and notify them that the **Issuing Dealer** for **Your Service Contract** is no longer in business. The Claims Service will direct **You** to a participating dealer in **Your** area who will honor the disappearing deductible that **You** selected.

Under Plan Benefits, Complimentary 24-Hour Roadside Assistance, item 6. Concierge Service, is deleted in its entirety. This benefit is not available in Florida.

The "Refunds" provision is deleted and replaced with the following:

Refunds
Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and **We** agree to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Within the first 60 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less any claims paid and less an administrative fee of five percent (5%) of this **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**.

If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.

After this **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of this **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The Transfer provision is amended by revising the transfer fee to \$40.00.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and non-binding. The venue for arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.

GEORGIA: The Refunds provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service Contract**, **You** must: a. Mail this **Service Contract** to **Us** along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide **Us** with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by **Us**. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer.

The Arbitration Agreement provision is deleted in its entirety.

Under, "EXCLUSIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER",

Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under this **Service Contract** must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

HAWAII: The following is added to the Refunds provision: **We** may cancel this **Service Contract** by mailing **You** at least five (5) days prior notice to **Your** last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of **Service Contract** purchase price; (b) a material misrepresentation by **You** to **Us**; or (c) a substantial breach of duties by **You** relating to the **Vehicle**. A 10% penalty per month will be added to any refund not paid or credited within 45 days after the return of this **Service Contract**.

The following language is added to this **Service Contract**: Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale - Provides Coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale - Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to **this Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

IDAHO – NOTICE TO PURCHASER: The coverage **You** are buying is not required to register or finance a **Vehicle**. Coverage afforded under this motor **Vehicle Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS: The Refunds provision amended by revising the processing fee to 10% of the Service Contract purchase price or \$35.00 whichever is less.

INDIANA: Your proof of payment to the **Issuing Dealer** or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

IOWA: Pursuant to the Iowa Motor **Vehicle Service Contracts** Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Securities Bureau, 340 East Maple Street, Des Moines, Iowa 50319-0066, (515) 281-4441.

KANSAS: The Tire & Wheel Road Hazard and Roadside Assistance coverages are not available in Kansas.

KENTUCKY: The Tire & Wheel Road Hazard and Roadside Assistance coverages are not available in Kentucky. Rental reimbursement and Towing are not available in Kentucky unless the benefit is directly related to a loss resulting from defects in material or workmanship.

LOUISIANA: The Refunds provision is deleted and replaced with the following:
Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer**. After this **Service Contract** has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the **Issuing Dealer**. Vehicle mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity. If a lien is outstanding against the described **Vehicle** and/or this **Service Contract** itself, any cancellation refunds will be made payable to the Lienholder. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

MASSACHUSETTS: NOTICE TO PURCHASER: The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the **Issuing Dealer** of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.
The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.
The Refunds provision is amended by deleting the processing fee. A processing fee for cancellations will not be charged in Massachusetts.
The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.
The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.
Under Exclusions – What this Service Contract does not cover the following is added to exclusion #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

MINNESOTA: MINNESOTA AMENDMENT: Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor **Vehicle** has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor **Vehicle** has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request.
The following is added to the Refunds provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.
The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.
The following sentence is deleted from the definition of **Mechanical Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.
The Exclusions – What this Service Contract does not cover provision is amended as follows:
Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repaired after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;
Exclusion #7 is deleted and replaced with the following: "(7) damage and/or failures caused by insufficient levels of fluids, lubricants, or coolants."
Exclusions # 9, 16 and 19 are deleted.
The phrases "...but not limited to..." and "...such as..." are deleted wherever they appear in this **Service Contract**.

MISSISSIPPI: The Arbitration Agreement provision is voluntary and non-binding.

MISSOURI: The following language is added to the Refunds provision: If this **Service Contract** is cancelled we shall mail you a written notice of cancellation within 15 days of the date of termination. A 10% penalty per month shall be added to a refund that is not paid within thirty (30) days of the return of this **Service Contract**.
The following is added to the Arbitration Agreement provision: Arbitration shall be held in the county of **Your** residence or place of business unless **You** have no residence or place of business, then the arbitration will be held in a location as provided under Missouri law. Arbitration is voluntary. **You** are bound by the arbitration only when **You** have elected to arbitrate and a lawful and binding arbitration follows.
The Notice provision is deleted and replaced with the following: **Our** obligations under this **Service Contract** are guaranteed under a service contract reimbursement insurance policy. If **We** fail to pay or provide service within 60 days after proof of loss has been filed, **You** are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll-free at 1-800-950-6060.

MONTANA: The following is added to the refunds provision:
We shall mail a written notice to **You** at **Your** last-known address contained in **Our** records at least 5 days prior to the cancellation by Us. Prior notice is not required if the reason for cancellation is for:
a. nonpayment of the **Service Contract** price;
b. a material misrepresentation by **You** to **Us**; or
c. a substantial breach of duties by **You** relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

NEBRASKA: THE OBLIGATIONS AND PROMISES CONTAINED WITHIN THIS **SERVICE CONTRACT** ARE BACKED BY LYNDON PROPERTY INSURANCE COMPANY, 14755 N. OUTER FORTY ROAD, SUITE 400, ST. LOUIS, MO 63017. TOLL FREE (800) 950-6060. YOU MAY FILE A CLAIM WITH THIS INSURANCE COMPANY IF ANY PROMISE MADE IN THIS **SERVICE CONTRACT** HAS BEEN DENIED OR HAS NOT BEEN HONORED WITHIN SIXTY (60) DAYS THE DATE PROOF OF LOSS WAS FILED.
The Arbitration Agreement provision is deleted in its entirety and replaced with the following: Any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision has been rendered, either party may demand a right to a trial. The demand must be made within 30 days of service of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will be binding.

NEVADA: The following is added to the Refunds provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **vehicle** does not meet the eligibility and underwriting guidelines of the Obligor's Insurer. In the event of cancellation, you will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by You in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after We mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to You within 60 days after the return of this **Service Contract**. If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact **Us** for further information).

NEW HAMPSHIRE: The following is added to the Notice provision: In the event **You** do not receive satisfaction under this **Service Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

NEW MEXICO: The following is added to the Refunds provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **vehicle** does not meet the eligibility and underwriting guidelines of the Obligor's Insurer. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**.

NORTH CAROLINA: The following disclosure is added to this Service Contract: Purchase of this Service Contract is not required in order to purchase or obtain financing for a vehicle.
The Refunds provision is amended by revising the processing fee to \$35.00 or 10% of the refund amount, whichever is less.

OKLAHOMA: NOTICE TO PURCHASER: This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.
The Refunds provision is deleted and replaced with the following:
Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made. If you cancel this Service Contract after sixty (60) days (New Vehicles) or 30 days (Pre-owned Vehicles) or have made a claim within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a processing fee of 10% of the unearned pro rata purchase price or thirty-

five dollars (\$35.00), whichever is less, will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. If We cancel this Service Contract 100% of the Service Contract purchase price will be refunded. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. The following disclosure is added to this Service Contract: Oklahoma does not review commercial service warranty language (only personal).

RHODE ISLAND: The following language is added to the **Service Contract: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:**

Used vehicles with less than 36,000 miles at the time of sale - Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Service Contract:** In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

SOUTH CAROLINA: The following is added to the Refunds provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

The Refunds provision is amended by revising the processing fee to \$25.00.

The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

TEXAS: The following is added to the Refunds provision: If **We** cancel this **Service Contract** **We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

UTAH: Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Upon **Our** failure to perform under this **Service Contract**, Lyndon Property Insurance Company shall pay, on **Our** behalf, any sums **We** are legally obligated to pay or shall provide any service **We** are legally obligated to perform according to **Our** contractual obligations under this **Service Contract** issued or sold by **Us**.

The following is added to the Refunds provision: If **We** cancel within the first thirty days or for nonpayment at any time, it must provide 10 days notice. If **We** cancel after 60 days, **We** must provide 30 days notice. After 60 days, **We** may only cancel for any of the reasons set forth in Utah Statutes 31A-21-303 (2)(a), including material misrepresentation, fraud, or a substantial breach of a contractual duty or condition.

The following is added to Section C.5 of "How to Make a Claim": **Your** failure to submit items C.1, C.2, and C.4 within 10 days of completed repairs will not invalidate **Your** claim if **You** can show that it was not reasonably possible to submit those items within 10 days and those items were submitted as soon as reasonably possible.

The terms under which this **Service Contract** may be paid are as follows: The purchase price may be paid in full, financed through **Your** lender, or paid in accordance with a payment plan. The **Issuing Dealer** can explain these payment options to **You**.

The following is deleted from the "How to Make a Claim" section: **NATURE OF AGREEMENT:** **You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given to it by the Magnuson Moss Warranty-- Federal Trade Commission Improvement Act (Act of January 4, 1975, Public law 93-637) as it relates to **Service Contracts**.

VERMONT: The following is added to the Refunds provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration provision is amended to state that arbitration is binding upon the parties only if both parties agree to the Arbitration process.

VIRGINIA - The optional Tire & Wheel Road Hazard Coverage is not available in Virginia.

We do not cover loss due to fraud, dishonesty or any criminal act. This applies whether such act is committed by **You** or by any of **Your** partners, officers, directors, employees, trustees or agents, and whether such person acts alone or in collusion with others. **We** do not cover any loss if the owner has other valid and collectible insurance against such loss or if such loss is covered by any other warranty or **Service Contract**. **We** do not cover any loss which occurs while the covered **Vehicle** is used in any illicit trade or transportation or in the commission of a felony. **NOTICE TO DEALER:** Issuing Dealers are not permitted to sell **Service Contracts** on LEASED vehicles pursuant to the provisions of Administrative Letters 1982-10 and 1982-16.

WASHINGTON: The following is added to the Right to Recover provision: **We** are entitled to the recovery after **You** have been fully compensated for any loss by the other party.

The following is added to the Arbitration Agreement provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with this **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Refunds provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the Vehicles odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**.

The Notice provision is deleted and replaced with the following: **Our** obligations and promises contained within this **Service Contract** are guaranteed by Policy number 55-WA-VW601-0906 issued by Lyndon Property Insurance Company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800) 950-6060.

WEST VIRGINIA: The Arbitration Agreement provision is deleted and replaced with the following:
If We and You do not agree whether coverage is provided under this Service Contract for a claim made by or against You, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator’s fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will:

- (a) pay its chosen arbitrator; and
- (b) bear the other expenses of the third arbitrator equally.

WISCONSIN: THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The Arbitration Agreement provision is amended to state that the Arbitration process is nonbinding.
The following is added to the Right to Recover provision: **We** shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The following is added to the How to Make a Claim provision:
Notice of loss should be made as soon as reasonably possible and within one year. Failure by you to give notice or obtain prior authorization does not invalidate or reduce a claim unless we are prejudiced by your failure to give notice or obtain prior authorization.

WYOMING: The Refunds provision is deleted and replaced with the following: Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this Service Contract. If a claim has been made against this Service Contract, or after this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to You and the lienholder may be shown as an additional payee. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder’s request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. If We cancel this Service Contract for any reason other than nonpayment of the Service Contract purchase price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, We shall mail a written notice to You at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to You within 45 days after the return of this Service Contract to Us.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.
The Arbitration Agreement provision is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.



Western General Dealer Services, Inc.
In CO, IA, IL, PA and TN: WG Dealer Services
In FL and OK: Western General Warranty Corporation (FL License #60078)
In LA, WA and WI: Protective Administrative Services, Inc.
P.O. Box 4493, Woodland Hills, CA 91365 (800)242-9442

SELECT
New Vehicle/Extended Eligibility Service Contract
THIS SERVICE CONTRACT IS NOT AN INSURANCE POLICY.

Protective
Lyndon Property Insurance Company
14755 N. Outer Forty Rd., Ste 400
St. Louis, MO 63017

DECLARATIONS

CONTRACT HOLDER (CUSTOMER INFORMATION)	
Service Contract Purchaser	
Street Address	
City, State Zip	
Phone Number	
COVERED VEHICLE	
Year/Make/Model	Current Odometer
VIN # (17 Characters)	
Vehicle Purchase Price \$	Service Contract Price \$
Lienholder (Must be completed)	
Address	

CONTRACT NO.	2137 -
Effective Date (Purchase Date)	
CONTRACT Term/Mileage _____ Months ,000 Miles	
\$100 STANDARD DEDUCTIBLE (Unless optionally checked below) <input type="checkbox"/> \$50 Deductible Option <input type="checkbox"/> \$0 Deductible Option	
STANDARD SURCHARGES <input type="checkbox"/> 4WD/AWD <input type="checkbox"/> Dual Wheel <input type="checkbox"/> Turbo/Super <input type="checkbox"/> Lift Kit <input type="checkbox"/> Diesel <input type="checkbox"/> Domestic Trucks & Vans 1 Ton and over	
DEALERSHIP	
Issuing Dealer	
Street Address	
City, State, Zip	

YOUR RESPONSIBILITIES: Service and maintain Your Vehicle as recommended by the Manufacturer. Verifiable invoices from a licensed service facility, showing dates, mileage and service performed, must be kept and may be required to establish coverage. If you do the servicing yourself, a log and verifiable receipts for parts and fluids must be kept and may be required. In Washington, the implied warranty of merchantability on the motor vehicle is not waived if this Service Contract has been purchased within 90 days of the purchase date of the Vehicle from the Issuing Dealer who also sold the Vehicle covered by this Service Contract. In order to claim benefits, follow the procedure on page 4, HOW TO MAKE A CLAIM.

I hereby declare that I have fully read the terms of this Service Contract (pages 1-4 and the applicable STATE CHANGES section) Including: (1) COVERED PARTS, (2) WHAT IS NOT COVERED AND NON-COVERED PARTS, (3) Term and Mileage Expiration, (4) the Arbitration Agreement, (5) Refunds (6) the Limit of Liability, I understand and accept all the provisions therein. There have been no other oral or written agreements or representations made other than those expressly contained in this Service Contract. Purchase of this Service Contract is optional, and not required to obtain financing.

Service Contract Purchaser's Signature _____ Date _____

Issuing Dealer's Authorized Representative Signature _____ Date _____

COVERED PARTS

The coverage provided by this **Service Contract** supplements the new **Vehicle** warranty provided by the manufacturer to the original owner of the covered **Vehicle**. After the expiration of the new **Vehicle** warranty and before the expiration of this **Service Contract**, **We** will, upon payment of the deductible amount per visit selected on the front of this **Service Contract**, make any necessary repairs to the **Vehicle**, excepting any parts and Breakdowns listed under the sections of this **Service Contract** entitled "What Is Not Covered" and "Exclusions – What This **Vehicle Service Contract** Does Not Cover".

PLAN BENEFITS

Substitute Transportation (Rental) – In the event of a **Mechanical Breakdown** of a covered part during the term of this **Service Contract**, You will be reimbursed for Substitute Transportation expenses, (excluding fuel, collision damage waiver and optional insurance charges) for a **vehicle** from a Rental Agency or Dealer up to \$25/day (\$150 maximum).

Complimentary 24-Hour ROADSIDE ASSISTANCE Toll Free (888) 233-2371 - If **Your Vehicle** is in need of non-accident related Roadside Assistance, **You** must call the toll-free number listed above for service. For the term of this **Service Contract**, the following benefits are available 24-hours a day, 365 days a year, anywhere in the United States and Canada:

1. Towing Assistance
2. Jump Starts
3. Flat Tire Changes (with customer's inflated spare)
4. Vehicle Fluid Delivery - cost of fluids extra
5. Lock-out Assistance - key cuts/replacement extra
6. Concierge Service - courtesy help & emergency phone call support to relatives, police, etc.

A Maximum Benefit of \$100 per incident applies. Only requests for services dispatched through the above listed number will be honored. (Services are not provided in areas where state providers are exclusively utilized, such as selected state toll-roads or highways.) No Deductible is applied.

DEFINITIONS

- Issuing Dealer/Service Contract Seller:** means the entity who sells this **Service Contract** to **You**.
- Mechanical Breakdown:** means the failure of a covered part due to a defect in the part or faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A **Mechanical Breakdown** does not include gradual reduction in operation performance as a result of normal wear and usage when no **Mechanical Breakdown** has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a **Mechanical Breakdown** will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the **Mechanical Breakdown** is covered under the terms of this **Service Contract**, **We** will also pay the reasonable cost to tear down/disassemble.
- Motor Vehicle/Vehicle:** means the **Vehicle** covered by this **Service Contract**, as identified in the Declarations section.

- **Obligor/Service Provider:** means the entity that is contractually obligated to **You** under the terms of this **Service Contract**. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this **Service Contract** is between **You** and WG Dealer Services. In Florida and Oklahoma, this **Service Contract** is between **You** and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this **Service Contract** is between **You** and Protective Administrative Services, Inc. In Maine this **Service Contract** is between **You** and the **Issuing Dealer**. In all other states, this **Service Contract** is between **You** and Western General Dealer Services, Inc. (CA Lic. #0E39085).
- **Service Contract Purchase Price/Provider Fee:** means the price paid by **You** for the purchase of this **Service Contract**.
- **Service Contract:** means this **Service Contract** and **Your** completed in the Declarations section.
- **Service Contract Purchaser/Holder:** means the purchaser of this **Service Contract** as named in the Declarations section.
- **We, Us, or Our:** means the **Obligor/Service Provider**. In Maine **We, Us, or Our** means the **Issuing Dealer**.
- **You or Your:** means the **Service Contract Purchaser/Holder** as named in the Declarations section.

WHAT IS NOT COVERED

THE FOLLOWING ARE NOT COVERED BY THIS SERVICE CONTRACT: PAINT/CARPETING; FRAME OR STRUCTUAL SEPARATION; MANUAL/HYDRAULIC CLUTCH ASSEMBLY; SHOCK ABSORBERS; TRIM; HOSES AND RUBBER PARTS; FIBERGLASS TOP; ANY REPOSITIONING, REFITTING OR REALIGNING; MOLDINGS; DISTRIBUTOR CAP/ROTOR; TIRES/WHEELS (EXCEPT OPTIONALLY SELECTED IN THE DECLARATIONS SECTION); AIRBAG/SUPPLEMENTAL RESTRAINT SYSTEMS; LENSES; BATTERY AND CABLES; ALL MAINTENANCE SERVICE AND ITEMS SUCH AS ALIGNMENTS, WHEEL BALANCES, ENGINE TUNE-UPS, SPARK/GLOW PLUGS, PLUG WIRES, BRAKE PADS, LININGS & SHOES, FILTERS, LUBRICANTS, COOLANTS, HOSES AND BELTS; BRIGHT METAL; LIGHT BULBS/HEADLIGHTS; EXHAUST SYSTEM; WEATHER STRIPPING; BODY PANELS; BRAKE ROTOR/DRUMS NORMAL FLUID/OIL LUBRICANT SEEPAGE; CANVAS, VINYL OR FABRIC TOPS, SHOP SUPPLIES, HAZARDOUS WASTE REMOVAL; BODY ADJUSTMENTS; BUTTONS, HANDLES, DOOR HINGES, GLASS (EXCEPT OPTIONALLY SELECTED IN THE DECLARATIONS SECTION); SERVICE ADJUSTMENTS AND CLEANING.

EXCLUSIONS – WHAT THIS SERVICE CONTRACT DOES NOT COVER

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on pages 1 or 2 as a “Covered Part”; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc. as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repair, so that the actual mileage cannot be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for: plowing snow, hire to public, to transport people for hire, for rental, for municipal or professional emergency or police services, or towing a trailer whose weight exceeds the manufacturer’s recommendations for your vehicle; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine’s compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); (9) pre-existing conditions (all covered parts under this Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract) (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers, except when required in conjunction with a covered repair; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under “YOUR RESPONSIBILITIES” in the Declarations section; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly, exhaust system, belts and hoses; glass, lenses, sealed beams, tires, trim, moldings, bright metal, upholstery and paint.

GENERAL PROVISIONS

Deductible - Your deductible is \$100 or as optionally selected in the Declarations section. **Your Deductible** will be applied for each REPAIR VISIT. **You** will be assessed one deductible per visit. No deductible will be applied to Rental Benefits provided in conjunction with the repair of a part covered by the Manufacturer's Warranty that is also covered by this **Service Contract**. **Manufacturer’s Deductible Reimbursement** - In the event that **You** are charged a deductible for claims against the Original Manufacturer’s Warranty and the repaired part is covered by this **Service Contract**, **You** will be reimbursed up to \$100 per occurrence.

Payment for Covered Repairs - In the event of a **Mechanical Breakdown** of a covered part, **We** under this **Service Contract** will at its option, repair, replace, pay for, or reimburse **You** or the repair facility for the reasonable cost to repair or replace such covered parts less **Your** deductible, if any, as shown in the Declarations section. This **Service Contract** does not obligate the **Issuing Dealer** or any party to provide coverage for any parts or services not listed as covered herein, including parts and services which may be necessary to preserve or maintain the utility, performance, or proper operation of the **Vehicle** under normal operation and service. The maximum allowance for covered repair time is governed by established industry time and labor guides. Repairs and/or replacements will be made with parts of like kind and quality. **The Claims Service may elect to provide repairs and/or replacements with new parts or parts of like kind and quality (i.e., rebuilt, remanufactured or used parts).**

Service Contract Territory - This **Service Contract** applies to a **Mechanical Breakdown** or failure occurring only within the United States and Canada.

Term and Mileage Expiration - This **Service Contract** is effective on the Effective Date at 12:01 a.m. and expires based on either elapsed time from the Effective Date at 12:01 a.m., or when the **Vehicle** has accumulated the total mileage limitation from mile zero (0), whichever occurs first. A portion of the term of this **Service Contract** may run concurrent with the Manufacturer’s Warranty.

Right to Recover - If anything is paid under this **Service Contract** and **You** have the right to recover from another party, **Your** rights become subrogated to **Us** up to the amount paid. **No Benefit to Bailee** - This **Service Contract** shall not directly or indirectly benefit any carrier or bailee.

Arbitration Agreement - In the event that any claim remains unresolved following the procedures set forth in the “Notice” section, then any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of this **Service Contract’s** effective date (www.adr.org). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

Limit of Liability - THERE IS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE including, but not limited to: injury, loss of life, property damage, loss of use, loss of time, inconvenience or commercial loss, or breach of implied warranties, which result from a covered or non-covered **Mechanical Breakdown** under the terms of this **Service Contract** and such liability is expressly excluded. This **Service Contract** is NOT a warranty and does NOT guarantee the utility or performance of the **Vehicle**. The liability for any **Mechanical Breakdown** shall not exceed the actual cash value of the **Vehicle** at the time of a **Mechanical Breakdown**. The total of all benefits paid or payable during the term of this **Service Contract** shall not exceed the **Vehicle** purchase price.

HOW TO TRANSFER, OR CANCEL AND RECEIVE A REFUND

Transfer - This **Service Contract** is transferable, one time only, to a Private Party Purchaser (the approved transferee) **You** sell the **Vehicle** to while this **Service Contract** is still in force. To transfer **You** must give **Us**, a \$55 Transfer Fee and a Bill of Sale along with a completed Transfer Form (provided by the **Us**) within 30 days of sale of the **Vehicle**, and provided **You** include with **Your** transfer request evidence that **You** have also effected a transfer of the Manufacturer's Warranty, (if the Manufacturer requires transfer). Refund rights do not apply after transfer.

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to **You**, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this **Service Contract** itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. **If the Vehicle has been sold to a Dealer or non-Private Party Purchaser, or has been deemed a total loss, it is Your responsibility to contact the Obligor for a refund (800) 242-9442.**

OPTION TO PURCHASE ANOTHER SERVICE CONTRACT WHEN CURRENT SERVICE CONTRACT EXPIRES

You may request to purchase another **Service Contract** from the **Issuing Dealer** only if the following criteria are satisfied. 1) The purchase must be made at least 30 days and 1,000 miles prior to the expiration of the current **Service Contract**. 2) The **Vehicle** is made available for inspection at **Our** request. 3) The **Vehicle** must qualify for the terms of this **Service Contract** based on mileage and age of the **Vehicle** when the request for future coverage is made. 4) Service records may be requested. 5) Cost of the new **Service Contract** will be based on the current rates. 6) Any questions or to purchase a **Service Contract**, contact **Issuing Dealer**.

HOW TO MAKE A CLAIM

CLAIMS SERVICE PHONE NUMBER AND ADDRESS: Nationwide Toll Free **(800) 242-9442**. P.O. Box 4493, Woodland Hills, CA 91365.

CLAIMS SERVICE BUSINESS HOURS: Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.

AFTER HOURS CLAIMS SERVICE: For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section C. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours.

It is a condition for coverage that BEFORE ANY REPAIR or replacement is made, You (or the chosen Repair Facility) MUST GIVE NOTICE TO THE CLAIMS SERVICE. NO REPAIR OR REPLACEMENT SHALL BE PERFORMED UNLESS FIRST APPROVED BY THE CLAIMS SERVICE. The Claims Service shall have a reasonable period of time to exercise its option to inspect the Vehicle.

A. In the event of a Mechanical Breakdown, You MUST follow this procedure:

1. You must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered Mechanical Breakdown, You must bear the cost of tear down and any corrective repairs and/or reassembly. If the Mechanical Breakdown is covered under this Service Contract, We will also pay the reasonable cost to tear down.
2. Return Your Vehicle to the Issuing Dealer or any licensed repair facility and present a copy of this Service Contract. Contact the Claims Service at the above number before repairs begin.
3. Provide receipts for required maintenance servicing. (See "Your Responsibilities" in the Declarations section)
4. Pay the applicable deductible and any other non-covered charges.

B. FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:

1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.
2. You or the Repairer must contact the Claims Service at the above number before repairs begin, have Your Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.
3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.
4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.
5. If Claims Service re-opens before repairs to Your Vehicle are completed You MUST IMMEDIATELY contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.

Travel Guard Claim Payment Benefit - In the event **You** are unable to return the **Vehicle** to **Your Issuing Dealer**, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.

NATURE OF AGREEMENT: **You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to **Service Contract**.

NOTICE: The obligations and promises contained within this **Service Contract** are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within sixty (60) days the date proof of loss was filed.

STATE CHANGES

If **You** purchased this **Service Contract** in any of the following states, this **Service Contract** is amended as indicated below:

ALABAMA: The Refunds provision is amended by revising the processing fee to \$25.00

The following is added to the Refunds provision: A processing fee will only be charged for cancellations requested by **You**. It will not apply to cancellations initiated by **Us**. A 10% penalty will be added to any refund not paid or credited within 45 days.

ALASKA: The Refunds provision is amended to state that the processing fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If **We** cancel this **Service Contract**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least 60 days before the effective date of cancellation. However, if **We** cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by **You** to provide the information necessary to determine the **Service Contract** purchase price, **We** will mail a written notice of cancellation to **You** at **Your** last known address before the 20th day proceeding the effective date of cancellation. If **We** cancel this **Service Contract** for conviction of **You** of a crime, fraud or material misrepresentation made by **You** or a representative of **You** in obtaining this **Service Contract** or by **You** in pursuing a claim under this **Service Contract**, written notice shall be mailed to **You** at **Your** last known address at least 10 days before the effective date of the cancellation.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

ARIZONA: The following sentence is added to the Refunds provision: If **You** are unable to recover a refund from the **Issuing Dealer**, **You** may request from **Us** a refund of the **Service Contract** purchase price.

The following is deleted from the Refunds provision: The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The following language is deleted from the Transfer provision: Refund rights do not apply after transfer.

The following is added to the Arbitration Agreement provision: The Arbitration Agreement does not preclude **You** from pursuing any assistance and/or remedies available to **You** from the Arizona Department of Insurance. The Arbitration Agreement relates to **Your** legal remedies and does not preclude **You** from seeking any other non-legal remedy, such as but not limited to, assistance from the Arizona Department of Insurance or Better Business Bureau, mediation, or any other administrative remedies available under Arizona law. The venue for any complaint filed by an Arizona resident shall be Arizona.

Under “EXCLUSIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER”,

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repaired after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #9 is deleted in its entirety.

Exclusion #10 is deleted and replaced with the following: (10) A **Vehicle** that **You** have modified, or that **You** are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.

The last sentence of the Notice provision is deleted and replaced with the following:

You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days. Agreement does not preclude **You** from pursuing any assistance and/or remedies available to **You** from the Arizona Department of Insurance.

ARKANSAS – NOTICE TO PURCHASER: The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a motor **Vehicle**.

The following is added to the Right to Recover provision: **We** shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

CALIFORNIA: The following disclosure is added to this Service Contract: All coverages under OPTIONAL COVERAGE are limited to repair or replacement for damages caused by road hazards.

The refund provision is deleted and replaced with the following:

Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of this **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.

This **Service Contract** may be cancelled by **Us** for any reason within 60 days of the **Service Contract** purchase date if **We** mail a notice postmarked before the 61st day after the date **You** purchased this **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, **We** shall refund the full purchase price stated on this **Service Contract** within 30 days from the date of cancellation. However, if **We** have paid a claim, or have advised **You** in writing that **We** will pay a claim, **We** shall provide a pro-rata refund.

Any cancellation refunds will be made payable to the lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Roadside Assistance provided through Emergency Response Marketing at (888) 233-2371.

The Notice provision is deleted and replaced with the following: NOTICE: Performance to **You** under this **Service Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is, Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800)927-4357.

COLORADO: This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W822-0307.

CONNECTICUT: Resolution of Disputes: If **You** are not satisfied with **Our** resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.

The following is added to the Refunds provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed.

The following is added to the Term and Mileage Expiration provision: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.

The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, to provide a warranty covering certain classes of used motor VEHICLES as follows:

Used VEHICLES with a sale price of \$3,000 but less than \$5,000: Provides coverage for 30 days or 1,500 miles, whichever comes first.

Used VEHICLES with a sale price of \$5,000 or more: Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase this **Service Contract**, which may provide **YOU** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

FLORIDA: The following disclosure is added to this **Service Contract**: **You** may not make any claim against the Florida Insurance Guarantee Association for any vehicle protection expenses.

In Florida We, Us and Our means Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365.

If the **Issuing Dealer** is out of business, please advise the Claims Service, and the disappearing deductible will be honored even though repairs were completed by an entity other than the **Issuing Dealer**. Please contact the Claims Service before obtaining service, and notify them that the **Issuing Dealer** for **Your Service Contract** is no longer in business. The Claims Service will direct **You** to a participating dealer in **Your** area who will honor the disappearing deductible that **You** selected.

Under Plan Benefits, Complimentary 24-Hour Roadside Assistance, item 6. Concierge Service, is deleted in its entirety. This benefit is not available in Florida.

The “Refunds” provision is deleted and replaced with the following:

Refunds

Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and **We** agree to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Within the first 60 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less an administrative fee of five percent (5%) of this **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**.

If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.

After this **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of this **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The Transfer provision is amended by revising the transfer fee to \$40.00.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and non-binding. The venue for arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.

GEORGIA: The Refunds provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service Contract**, **You** must: a. Mail this **Service Contract** to **Us** along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide **Us** with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by **Us**. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer.

The Arbitration Agreement provision is deleted in its entirety.

Under, "EXCLUSIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER",

Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under this **Service Contract** must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

HAWAII: The following is added to the Refunds provision: **We** may cancel this **Service Contract** by mailing **You** at least five (5) days prior notice to **Your** last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of **Service Contract** purchase price; (b) a material misrepresentation by **You** to **Us**; or (c) a substantial breach of duties by **You** relating to the **Vehicle**. A 10% penalty per month will be added to any refund not paid or credited within 45 days after the return of this **Service Contract**.

The following language is added to this **Service Contract**: Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale - Provides Coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale - Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

IDAHO – NOTICE TO PURCHASER: The coverage **You** are buying is not required to register or finance a **Vehicle**. Coverage afforded under this motor **Vehicle Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS: The **Refunds provision amended by revising the processing fee to 10% of the Service Contract purchase price or \$35.00 whichever is less.**

INDIANA: **Your** proof of payment to the **Issuing Dealer** or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

IOWA: Pursuant to the Iowa Motor **Vehicle Service Contracts** Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Securities Bureau, 340 East Maple Street, Des Moines, Iowa 50319-0066, (515) 281-4441.

KENTUCKY: Rental reimbursement and Towing are not available in Kentucky unless the benefit is directly related to a loss resulting from defects in material or workmanship.

LOUISIANA: The Refunds provision is deleted and replaced with the following:

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer**. After this **Service Contract** has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity. If a lien is outstanding against the described **Vehicle** and/or this **Service Contract** itself, any cancellation refunds will be made payable to the Lienholder. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

MASSACHUSETTS: NOTICE TO PURCHASER: The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the **Issuing Dealer** of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.

The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

The Refunds provision is amended by deleting the processing fee. A processing fee for cancellations will not be charged in Massachusetts.

The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.

The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.

Under Exclusions – What this Service Contract does not cover the following is added to exclusion #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

MINNESOTA: MINNESOTA AMENDMENT: Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor **Vehicle** has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor **Vehicle** has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request.

The following is added to the Refunds provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

The following sentence is deleted from the definition of **Mechanical Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.

The Exclusions – What this Service Contract does not cover provision is amended as follows:

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #7 is deleted and replaced with the following: "(7) damage and/or failures caused by insufficient levels of fluids, lubricants, or coolants."

Exclusions # 9, 16 and 19 are deleted.

The phrases "...but not limited to..." and "...such as..." are deleted wherever they appear in this **Service Contract**.

MISSISSIPPI: The Arbitration Agreement provision is voluntary and non-binding.

MISSOURI: The following language is added to the Refunds provision: If this **Service Contract** is cancelled we shall mail you a written notice of cancellation within 15 days of the date of termination. A 10% penalty per month shall be added to a refund that is not paid within thirty (30) days of the return of this **Service Contract**.

The following is added to the Arbitration Agreement provision: Arbitration shall be held in the county of Your residence or place of business unless You have no residence or place of business, then the arbitration will be held in a location as provided under Missouri law. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

The Notice provision is deleted and replaced with the following: Our obligations under this **Service Contract** are guaranteed under a service contract reimbursement insurance policy. If We fail to pay or provide service within 60 days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll-free at 1-800-950-6060.

MONTANA: The following is added to the refunds provision:
We shall mail a written notice to You at Your last-known address contained in Our records at least 5 days prior to the cancellation by Us. Prior notice is not required if the reason for cancellation is for:
a. nonpayment of the Service Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

NEBRASKA: THE OBLIGATIONS AND PROMISES CONTAINED WITHIN THIS **SERVICE CONTRACT** ARE BACKED BY LYNDON PROPERTY INSURANCE COMPANY, 14755 N. OUTER FORTY ROAD, SUITE 400, ST. LOUIS, MO 63017. TOLL FREE (800) 950-6060. YOU MAY FILE A CLAIM WITH THIS INSURANCE COMPANY IF ANY PROMISE MADE IN THIS **SERVICE CONTRACT** HAS BEEN DENIED OR HAS NOT BEEN HONORED WITHIN SIXTY (60) DAYS THE DATE PROOF OF LOSS WAS FILED.
The Arbitration Agreement provision is deleted in its entirety and replaced with the following: Any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision has been rendered, either party may demand a right to a trial. The demand must be made within 30 days of service of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will be binding.

NEVADA: The following is added to the Refunds provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **vehicle** does not meet the eligibility and underwriting guidelines of the Obligor's Insurer. In the event of cancellation, you will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by You in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after We mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to You within 60 days after the return of this **Service Contract**. If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact **Us** for further information).

NEW HAMPSHIRE: The following is added to the Notice provision: In the event **You** do not receive satisfaction under this **Service Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

NEW MEXICO: The following is added to the Refunds provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **vehicle** does not meet the eligibility and underwriting guidelines of the Obligor's Insurer. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**.

NORTH CAROLINA: The following disclosure is added to this **Service Contract**: Purchase of this **Service Contract** is not required in order to purchase or obtain financing for a **Vehicle**.
The Refunds provision is amended by revising the processing fee to \$35.00 or 10% of the refund amount, whichever is less.

OKLAHOMA - NOTICE TO PURCHASER: This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.
The Refunds provision is deleted and replaced with the following:
Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made. **If you cancel this Service Contract after sixty (60) days (New Vehicles) or 30 days (Pre-owned Vehicles) or have made a claim within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) or have made a claim within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles),** a pro-rata refund, less a processing fee of 10% of the unearned pro rata purchase price or thirty-five dollars (\$35.00),whichever is less, will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. If We cancel this **Service Contract** 100% of the **Service Contract** purchase price will be refunded. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this **Service Contract** itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.
The following disclosure is added to this **Service Contract**: Oklahoma does not review commercial service warranty contract language (only personal).

RHODE ISLAND: The following language is added to the **Service Contract: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:**
Used vehicles with less than 36,000 miles at the time of sale - Provides Coverage for 90 days or 4,000 miles, whichever occurs first.
Used vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

SOUTH CAROLINA: The following is added to the Refunds provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.
The Refunds provision is amended by revising the processing fee to \$25.00.
The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

TEXAS: The following is added to the Refunds provision: If **We** cancel this **Service Contract We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

UTAH: Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Upon **Our** failure to perform under this **Service Contract**, Lyndon Property Insurance Company shall pay, on **Our** behalf, any sums **We** are legally obligated to pay or shall provide any service **We** are legally obligated to perform according to **Our** contractual obligations under this **Service Contract** issued or sold by **Us**.

The following is added to the Refunds provision: If **We** cancel within the first thirty days or for nonpayment at any time, it must provide 10 days notice. If **We** cancel after 60 days, **We** must provide 30 days notice. After 60 days, **We** may only cancel for any of the reasons set forth in Utah Statutes 31A-21-303 (2)(a), including material misrepresentation, fraud, or a substantial breach of a contractual duty or condition.
The following is added to Section C.5 of "How to Make a Claim": **Your** failure to submit items C.1, C.2, and C.4 within 10 days of completed repairs will not invalidate **Your** claim if **You** can show that it was not reasonably possible to submit those items within 10 days and those items were submitted as soon as reasonably possible.
The terms under which this **Service Contract** may be paid are as follows: The purchase price may be paid in full, financed through **Your** lender, or paid in accordance with a payment plan. The **Issuing Dealer** can explain these payment options to **You**.

The following is deleted from the “How to Make a Claim” section: **NATURE OF AGREEMENT: You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given to it by the Magnuson Moss Warranty-- Federal Trade Commission Improvement Act (Act of January 4, 1975, Public law 93-637) as it relates to **Service Contracts**.

VERMONT: The following is added to the Refunds provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration provision is amended to state that arbitration is binding upon the parties only if both parties agree to the Arbitration process.

VIRGINIA – Under Plan Benefits “Complimentary 24-Hour Roadside Assistance” coverage is deleted in its entirety. This benefit is not available in Virginia.

We do not cover loss due to fraud, dishonesty or any criminal act. This applies whether such act is committed by **You** or by any of **Your** partners, officers, directors, employees, trustees or agents, and whether such person acts alone or in collusion with others. **We** do not cover any loss if the owner has other valid and collectible insurance against such loss or if such loss is covered by any other warranty or **Service Contract**. **We** do not cover any loss which occurs while the covered **Vehicle** is used in any illicit trade or transportation or in the commission of a felony. NOTICE TO DEALER: Issuing Dealers are not permitted to sell **Service Contracts** on LEASED vehicles pursuant to the provisions of Administrative Letters 1982-10 and 1982-16.

WASHINGTON: The following is added to the Right to Recover provision: **We** are entitled to the recovery after **You** have been fully compensated for any loss by the other party.

The following is added to the Arbitration Agreement provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with this **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Refunds provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the Vehicles odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**.

The Notice provision is deleted and replaced with the following: **Our** obligations and promises contained within this **Service Contract** are guaranteed by Policy number 55-WA-VW601-0906 issued by Lyndon Property Insurance Company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800) 950-6060.

WEST VIRGINIA: The Arbitration Agreement provision is deleted and replaced with the following:

If We and You do not agree whether coverage is provided under this Service Contract for a claim made by or against You, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator’s fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will:

- (a) pay its chosen arbitrator; and
- (b) bear the other expenses of the third arbitrator equally.

WISCONSIN - THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The Arbitration Agreement provision is amended to state that the Arbitration process is nonbinding.

The following is added to the Right to Recover provision: **We** shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The following is added to the How to Make a Claim provision:

Notice of loss should be made as soon as reasonably possible and within one year. Failure by you to give notice or obtain prior authorization does not invalidate or reduce a claim unless we are prejudiced by your failure to give notice or obtain prior authorization.

WYOMING: The Refunds provision is deleted and replaced with the following: Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this Service Contract. If a claim has been made against this Service Contract, or after this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to You and the lienholder may be shown as an additional payee. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder’s request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. If We cancel this Service Contract for any reason other than nonpayment of the Service Contract purchase price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, We shall mail a written notice to You at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to You within 45 days after the return of this Service Contract to Us.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.

The Arbitration Agreement provision is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.



Western General Dealer Services, Inc.
In CO, IA, IL, PA and TN: WG Dealer Services
In FL and OK: Western General Warranty Corporation (FL License #60078)
In LA, WA and WI: Protective Administrative Services, Inc.
P.O. Box 4493, Woodland Hills, CA 91365 (800)242-9442

SELECT
Pre-Owned Vehicle Service Contract
THIS SERVICE CONTRACT IS NOT AN INSURANCE POLICY.

Protective
Lyndon Property Insurance Company
14755 N. Outer Forty Rd., Ste 400
St. Louis, MO 63017

DECLARATIONS

CONTRACT HOLDER (CUSTOMER INFORMATION)	
Service Contract Purchaser	
Street Address	
City, State Zip	
Phone Number	
COVERED VEHICLE	
Year/Make/Model	Current Odometer
VIN # (17 Characters)	
Vehicle Purchase Price	Service Contract Price
\$	\$
Lienholder (Must be completed)	
Address	

CONTRACT NO.	2147 -
Effective Date (Purchase Date)	
CONTRACT Term/Mileage _____ Months ,000 Miles	
\$100 STANDARD DEDUCTIBLE (Unless optionally checked below) <input type="checkbox"/> \$50 Deductible Option <input type="checkbox"/> \$0 Deductible Option	
STANDARD SURCHARGES	
<input type="checkbox"/> 4WD/AWD	<input type="checkbox"/> Dual Wheel
<input type="checkbox"/> Turbo/Supercharger	<input type="checkbox"/> Lift Kit
<input type="checkbox"/> Diesel	<input type="checkbox"/> Powertrain Only
<input type="checkbox"/> Domestic Trucks & Vans 1 Ton and over	Customer Initial (required for Powertrain Only, Items 1-3)

DEALERSHIP	
Issuing Dealer	
Street Address	
City, State, Zip	

YOUR RESPONSIBILITIES: Service and maintain Your Vehicle as recommended by the Manufacturer. Verifiable invoices from a licensed service facility, showing dates, mileage and service performed, must be kept and may be required to establish coverage. If you do the servicing yourself, a log and verifiable receipts for parts and fluids must be kept and may be required. In Washington, the implied warranty of merchantability on the motor vehicle is not waived if this Service Contract has been purchased within 90 days of the purchase date of the Vehicle from the Issuing Dealer who also sold the Vehicle covered by this Service Contract. In order to claim benefits, follow the procedure on page 4, HOW TO MAKE A CLAIM.

I hereby declare that I have fully read the terms of this Service Contract (pages 1-4 and the applicable STATE CHANGES section) Including: (1) COVERED PARTS, (2) WHAT IS NOT COVERED AND NON-COVERED PARTS, (3) Term and Mileage Expiration, (4) the Arbitration Agreement, (5) Refunds (6) the Limit of Liability, I understand and accept all the provisions therein. There have been no other oral or written agreements or representations made other than those expressly contained in this Service Contract. Purchase of this Service Contract is optional, and not required to obtain financing.

Service Contract Purchaser's Signature _____ Date _____

Issuing Dealer's Authorized Representative Signature _____ Date _____

COVERED PARTS

The following is a list of Covered Parts under this Service Contract (Taxes and fluids needed for authorized repairs are also included):

Powertrain Only Coverage (Items 1 – 3)

(1) **Engine** – Engine head(s), engine block, cylinder barrels, timing cover, valve cover(s), oil pan, are covered **ONLY if damaged by the failure of an internal, lubricated part.** The following internal, lubricated parts: pistons, pins & rings; connecting rods & bearings; crankshaft & main bearings; camshaft, followers & cam bearings; push rods, valves, springs, replaceable guides, seats & lifters; rocker arms, shafts & bushings; timing gear, chain, tensioners & retainers; eccentric shaft; oil pump. Also covered are the following: timing belt; serpentine belt; water pump; intake & exhaust manifolds; turbo charger; engine mounts & cushions; engine torque strut, harmonic balancer; flexplate; dipstick & tube; all pulleys.

(2) **Transmission** – Transmission case, transfer case & torque converter case, are covered **ONLY if damaged by the failure of an internal, lubricated Covered Part.** All internal, lubricated parts contained within the cases. Filler tube & dipstick; vacuum modulator; internal linkage; I/C chips.

(3) **Drive Axle(s)** – Differential housing, transaxle housing, final drive housing, are covered **ONLY if damaged by the failure of an internal, lubricated part.** All internal, lubricated parts contained within the housings. Axle shafts; constant velocity joints (CV); universal joints; drive shafts; locking hubs; locking rings; supports, retainers & bearings.

(4) **Transfer Case** – Transfer cases and all lubricated parts.

(5) **AC/Heating** – (Includes only factory or factory authorized-dealer installed equipment) Condenser; compressor, compressor clutch, pulley; clutch coils, evaporator; POA valve; accumulator; orifice; serpentine belt tensioner; temperature control programmer; power module; idler pulley & bearing; ducts and outlet hoses; blower motor; high/low cutoff switches; pressure cycling switch; receiver/dryer.

(6) **Suspension** – Control arms; control arm shafts, bearings and bushings; radius arm; radius arm bushing; stabilizer bar; stabilizer link; stabilizer bushing; spindle; wheel bearings; torsion bars; upper and lower ball joints; steering knuckles; coil and leaf springs.

(7) **Steering** – Steering gear box or rack and all internal lubricated parts; power steering pump; steering column shaft, and steering column shaft couplings; cooler & cooler lines; power cylinder; Pitman arm; idler arm; tie rod & ends; link and control valve.

(8) **Cooling** – Water pump; engine cooling fan motor; radiator fan and fan clutch.

(9) **Fuel** – Fuel delivery pump; fuel sending unit; fuel injectors; lines, nozzles and fuel tank.

(10) **Brake** – Non-ABS master cylinder; vacuum assist booster; vacuum brake booster pump; compensating valve; disc brake calipers, wheel cylinders; hydraulic lines; hydraulic line fittings; backing plates; springs, clips and retainers; self-adjusters; linkage and cables; rear actuators.

(11) **Electrical** – Alternator; generator; voltage regulator; distributor; rear defrost; all relays and solenoids; all electric motors, controllers, switches, delays and pumps; power door locks; cruise control transducer; engagement switches; servo; ignition coil; pole pieces; starter motor; starter solenoid; windshield wiper motors; power window motor, window regulator; wiring harnesses; hand operated switches.

(12) **Seals & Gaskets** – Leaking seals and gaskets on any covered part listed above. Minor loss of fluid or seepage is considered normal and is not considered a Mechanical Breakdown. **(Not covered on Vehicles with over 125,000 miles at time of sale or when powertrain coverage is selected).**

(13) **High Tech** – Level control compressor, sensors & limiter valve; pneumatic suspension pump, sensors & valves; ignition module; spark control/detonation sensors & controller; driver information display & module; moisture control unit & sensors; combination entry system; vehicle manufacturer installed anti-theft device; the following parts of the Anti-locking Brake System (“ABS”): electronic wheel sensors; pump & pressure control module; I/C chips. **(Not covered on Vehicles with over 125,000 miles at time of sale or when powertrain coverage is selected).**

PLAN BENEFITS

Substitute Transportation (Rental) – In the event of a **Mechanical Breakdown** of a covered part during the term of this **Service Contract**, **You** will be reimbursed for Substitute Transportation expenses, (excluding fuel, collision damage waiver and optional insurance charges) for a **Vehicle** from a Rental Agency or Dealer up to \$25/day (\$150 maximum).

Complimentary 24-Hour ROADSIDE ASSISTANCE Toll Free (888) 233-2371 - If **Your Vehicle** is in need of non-accident related Roadside Assistance, **You** must call the toll-free number listed above for service. For the term of this **Service Contract**, the following benefits are available 24-hours a day, 365 days a year, anywhere in the United States and Canada:

1. *Towing Assistance*
2. *Jump Starts*
3. *Flat Tire Changes* (with customer's inflated spare)
4. **Vehicle Fluid Delivery** - cost of fluids extra
5. *Lock-out Assistance* - key cuts/replacement extra
6. *Concierge Service* - courtesy help & emergency phone call support to relatives, police, etc.

A Maximum Benefit of \$100 per incident applies. Only requests for services dispatched through the above listed number will be honored. (Services are not provided in areas where state providers are exclusively utilized, such as selected state toll-roads or highways.) No Deductible is applied.

DEFINITIONS

- **Issuing Dealer/Service Contract Seller:** means the entity who sells this **Service Contract** to **You**.
- **Mechanical Breakdown:** means the failure of a covered part due to a defect in the part or faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A **Mechanical Breakdown** does not include gradual reduction in operation performance as a result of normal wear and usage when no **Mechanical Breakdown** has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a **Mechanical Breakdown** will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the **Mechanical Breakdown** is covered under the terms of this **Service Contract**, **We** will also pay the reasonable cost to tear down/disassemble.
- **Motor Vehicle/Vehicle:** means the **Vehicle** covered by this **Service Contract**, as identified in the Declarations section.
- **Obligor/Service Provider:** means the entity that is contractually obligated to **You** under the terms of this **Service Contract**. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this **Service Contract** is between **You** and WG Dealer Services. In Florida and Oklahoma, this **Service Contract** is between **You** and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this **Service Contract** is between **You** and Protective Administrative Services, Inc. In Maine this **Service Contract** is between **You** and the **Issuing Dealer**. In all other states, this **Service Contract** is between **You** and Western General Dealer Services, Inc. (CA Lic. #0E39085).
- **Service Contract Purchase Price/Provider Fee:** means the price paid by **You** for the purchase of this **Service Contract**.
- **Service Contract:** means this **Service Contract** and **Your** completed in the Declarations section.
- **Service Contract Purchaser/Holder:** means the purchaser of this **Service Contract** as named in the Declarations section.
- **We, Us, or Our:** means the **Obligor/Service Provider**. In Maine **We, Us, or Our** means the **Issuing Dealer**.
- **You or Your:** means the **Service Contract Purchaser/Holder** as named in the Declarations section.

EXCLUSIONS – WHAT THIS SERVICE CONTRACT DOES NOT COVER

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on pages 1 or 2 as a “Covered Part”; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc. as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repared, so that the actual mileage cannot be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for: plowing snow, hire to public, to transport people for hire, for rental, for municipal or professional emergency or police services, or towing a trailer whose weight exceeds the manufacturer's recommendations for your vehicle; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine's compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); **(9) pre-existing conditions (all covered parts under the Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract)** (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers, except when required in conjunction with a covered repair; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under “YOUR RESPONSIBILITIES” on page 1; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly, exhaust system, belts and hoses; (21) glass, lenses, sealed beams, tires, trim, moldings, bright metal, upholstery and paint.

SOME EXAMPLES OF WHAT IS NOT COVERED

Cylinder head(s), cylinder block not damaged by the failure of an internally lubricated moving engine part. Thermostat(s), core expansion/freeze plugs; cylinder head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; shock absorbers, strut inserts or cartridges; radio, telephone and all audio systems, front-end alignment and wheel balancing, belts and hoses, crankshaft key or keyway failure. Battery, brake drums; brake rotors, linings and pads; manual clutch assemblies and their component parts. All fasteners, including but not limited to, bolts, studs, nuts, pins, clips and retainers. Any part not listed as covered, is a NON-COVERED PART.

GENERAL PROVISIONS

Deductible - **Your** deductible is \$100 or as optionally selected in the Declarations section. **Your** Deductible will be applied for each REPAIR VISIT. **You** will be assessed one deductible per visit. No deductible will be applied to Rental Benefits provided in conjunction with the repair of a part covered by the Manufacturer's Warranty that is also covered by this **Service Contract**. No deductible applies Roadside Assistance benefits. **Manufacturer's Deductible Reimbursement** - In the event that **You** are charged a deductible for claims against the Original Manufacturer's Warranty and the repaired part is covered by this **Service Contract**, **You** will be reimbursed up to \$100 per occurrence.

Payment for Covered Repairs - In the event of a **Mechanical Breakdown** of a covered part, **We** under this **Service Contract** will at its option, repair, replace, pay for, or reimburse **You** or the repair facility for the reasonable cost to repair or replace such covered parts less **Your** deductible, if any, as shown in the Declarations section. This **Service Contract** does not obligate the **Issuing Dealer** or any party to provide coverage for any parts or services not listed as covered herein, including parts and services which may be necessary to preserve or maintain the utility, performance, or proper operation of the **Vehicle** under normal operation and service. The maximum allowance for covered repair time is governed by established industry time and labor guides. Repairs and/or replacements will be made with parts of like kind and quality.

The Claims Service may elect to provide repairs and/or replacements with new parts or parts of like kind and quality (i.e., rebuilt, remanufactured or used parts).

Service Contract Territory - This **Service Contract** applies to a **Mechanical Breakdown** or failure occurring only within the United States and Canada.

Term and Mileage Expiration - This **Service Contract** is effective on the Effective Date (Purchase Date) at 12:01 a.m., and the Odometer Reading on the Effective Date. This **Service Contract** expires in accordance with the Term/Mileage selected on the declaration page by time or mileage whichever occurs first.

Right to Recover - If anything is paid under this **Service Contract** and You have the right to recover from another party, Your rights become subrogated to Us up to the amount paid. **No Benefit to Bailee** - This **Service Contract** shall not directly or indirectly benefit any carrier or bailee.

Arbitration Agreement - In the event that any claim remains unresolved following the procedures set forth in the "Notice" section, then any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of this **Service Contract's** effective date (www.adr.org). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

Limit of Liability - THERE IS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE including, but not limited to: injury, loss of life, property damage, loss of use, loss of time, inconvenience or commercial loss, or breach of implied warranties, which result from a covered or non-covered **Mechanical Breakdown** under the terms of this **Service Contract** and such liability is expressly excluded. This **Service Contract** is NOT a warranty and does NOT guarantee the utility or performance of the **Vehicle**. The liability for any **Mechanical Breakdown** shall not exceed the actual cash value of the **Vehicle** at the time of a **Mechanical Breakdown**. The total of all benefits paid or payable during the term of this **Service Contract** shall not exceed the **Vehicle** purchase price.

HOW TO TRANSFER, OR CANCEL AND RECEIVE A REFUND

Transfer - This **Service Contract** is transferable, one time only, to a Private Party Purchaser (the approved transferee) You sell the **Vehicle** to while this **Service Contract** is still in force. To transfer You must give Us, a \$55 Transfer Fee and a Bill of Sale along with a completed Transfer Form (provided by the Us) within 30 days of sale of the **Vehicle**, and provided You include with Your transfer request evidence that You have also effected a transfer of the Manufacturer's Warranty, (if the Manufacturer requires transfer). Refund rights do not apply after transfer.

Refunds - Within the first 30 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by You and a full refund will be made if you provide a written request for cancellation to the Issuing Dealer and if no claim has been made against the **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 30 days, a pro-rata refund less a \$35 processing fee will be made, based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the Issuing Dealer. **Vehicle** mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the **Vehicle** odometer reading. The above cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

If a lien is outstanding against the described **Vehicle** and/or this **Service Contract** itself, any cancellation refunds will be made payable to the Lienholder. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. If the **Vehicle** has been sold to a Dealer or non-Private Party Purchaser, or has been deemed a total loss, it is Your responsibility to contact the Obligor for a refund (800) 242-9442.

OPTION TO PURCHASE ANOTHER SERVICE CONTRACT WHEN CURRENT SERVICE CONTRACT EXPIRES

You may request to purchase another **Service Contract** from the Issuing Dealer only if the following criteria are satisfied. 1) The purchase must be made at least 30 days and 1,000 miles prior to the expiration of the current **Service Contract**. 2) The **Vehicle** is made available for inspection at Our request. 3) The **Vehicle** must qualify for the terms of this **Service Contract** based on mileage and age of the **Vehicle** when

HOW TO MAKE A CLAIM

the request for future coverage is made. 4) Service records may be requested. 5) Cost of the new **Service Contract** will be based on the current rates. 6) Any questions or to purchase a **Service Contract**, contact Issuing Dealer.

CLAIMS SERVICE OFFICE ADDRESS: P.O. Box 4493, Woodland Hills, CA 91365.

CLAIMS SERVICE PHONE NUMBER: Nationwide Toll Free (800) 242-9442.

CLAIMS SERVICE BUSINESS HOURS: Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.

AFTER HOURS CLAIMS SERVICE: For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section B. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours.

It is a condition for coverage that BEFORE ANY REPAIR or replacement is made, You (or the chosen Repair Facility) MUST GIVE NOTICE TO THE CLAIMS SERVICE. NO REPAIR OR REPLACEMENT SHALL BE PERFORMED UNLESS FIRST APPROVED BY THE CLAIMS SERVICE. The Claims Service shall have a reasonable period of time to exercise its option to inspect the **Vehicle**.

- A. In the event of a **Mechanical Breakdown**, You MUST follow this procedure:

1. You must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered **Mechanical Breakdown**, You must bear the cost of tear down and any corrective repairs and/or reassembly. If the **Mechanical Breakdown** is covered under this **Service Contract**, We will also pay the reasonable cost to tear down.

2. Return Your **Vehicle** to the Issuing Dealer or any licensed repair facility and present a copy of this **Service Contract**. Contact the Claims Service at the above number before repairs begin.

3. Provide receipts for required maintenance servicing. (See "Your Responsibilities" in the Declarations section)

4. Pay the applicable deductible and any other non-covered charges.

B. FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:

1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.

2. You or the Repairer must contact the Claims Service at the above number before repairs begin, have Your **Vehicle** repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.

3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.

4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.

5. If Claims Service re-opens before repairs to Your **Vehicle** are completed You MUST IMMEDIATELY contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.
- Travel Guard Claim Payment Benefit** - In the event You are unable to return the **Vehicle** to Your Issuing Dealer, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.
- NATURE OF AGREEMENT:** You agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to **Service Contract**.
- NOTICE:** The obligations and promises contained within this **Service Contract** are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within sixty (60) days the date proof of loss was filed.
- PLCTY-706 (03/08)
- ADMINISTRATOR COPY/TOP WHITE
- DEALERSHIP COPY/CANARY
- LIENHOLDER COPY/PINK
- CUSTOMER COPY/BLACK WHITE
- Page 3 of 7

STATE CHANGES

If you purchased this Service Contract in any of the following states, the Service Contract is amended as indicated below:

If **You** purchased this **Service Contract** in any of the following states, this **Service Contract** is amended as indicated below:

ALABAMA: The Refunds provision is amended by revising the processing fee to \$25.00

The following is added to the Refunds provision: A processing fee will only be charged for cancellations requested by **You**. It will not apply to cancellations initiated by **Us**. A 10% penalty will be added to any refund not paid or credited within 45 days.

ALASKA: The Refunds provision is amended to state that the processing fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If **We** cancel this **Service Contract**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least 60 days before the effective date of cancellation. However, if **We** cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by **You** to provide the information necessary to determine the **Service Contract** purchase price, **We** will mail a written notice of cancellation to **You** at **Your** last known address before the 20th day proceeding the effective date of cancellation. If **We** cancel this **Service Contract** for conviction of **You** of a crime, fraud or material misrepresentation made by **You** or a representative of **You** in obtaining this **Service Contract** or by **You** in pursuing a claim under this **Service Contract**, written notice shall be mailed to **You** at **Your** last known address at least 10 days before the effective date of the cancellation.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

ARIZONA: The following sentence is added to the Refunds provision: If **You** are unable to recover a refund from the **Issuing Dealer**, **You** may request from **Us** a refund of the **Service Contract** purchase price.

The following is deleted from the Refunds provision: The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The following language is deleted from the Transfer provision: Refund rights do not apply after transfer.

The following is added to the Arbitration Agreement provision: The Arbitration Agreement does not preclude **You** from pursuing any assistance and/or remedies available to **You** from the Arizona Department of Insurance. The Arbitration Agreement relates to **Your** legal remedies and does not preclude **You** from seeking any other non-legal remedy, such as but not limited to, assistance from the Arizona Department of Insurance or Better Business Bureau, mediation, or any other administrative remedies available under Arizona law. The venue for any complaint filed by an Arizona resident shall be Arizona.

Under "EXCLUSIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER",

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #9 is deleted in its entirety.

Exclusion #10 is deleted and replaced with the following: (10) A **Vehicle** that **You** have modified, or that **You** are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.

The last sentence of the Notice provision is deleted and replaced with the following:

You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days. Agreement does not preclude **You** from pursuing any assistance and/or remedies available to **You** from the Arizona Department of Insurance.

ARKANSAS – NOTICE TO PURCHASER: The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a motor **Vehicle**.

The following is added to the Right to Recover provision: **We** shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

CALIFORNIA: The refund provision is deleted and replaced with the following:

Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of this **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.

This **Service Contract** may be cancelled by **Us** for any reason within 60 days of the **Service Contract** purchase date if **We** mail a notice postmarked before the 61st day after the date **You** purchased this **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, **We** shall refund the full purchase price stated on this **Service Contract** within 30 days from the date of cancellation. However, if **We** have paid a claim, or have advised **You** in writing that **We** will pay a claim, **We** shall provide a pro-rata refund.

Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Roadside Assistance provided through Emergency Response Marketing at (888) 233-2371.

The Notice provision is deleted and replaced with the following: NOTICE: Performance to **You** under this **Service Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is, Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at (800)927-4357.

COLORADO: This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W822-0307

CONNECTICUT: Resolution of Disputes: If **You** are not satisfied with **Our** resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.

The following is added to the Refunds provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed.

The following is added to the Term and Mileage Expiration provision: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.

The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, to provide a warranty covering certain classes of used motor VEHICLES as follows:

Used VEHICLES with a sale price of \$3,000 but less than \$5,000: Provides coverage for 30 days or 1,500 miles, whichever comes first.

Used VEHICLES with a sale price of \$5,000 or more: Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase this **Service Contract**, which may provide **YOU** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

FLORIDA: The following disclosure is added to this **Service Contract:** **You** may not make any claim against the Florida Insurance Guarantee Association for any vehicle protection expenses.

In Florida We, Us and Our means Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365. If the **Issuing Dealer** is out of business, please advise the Claims Service, and the disappearing deductible will be honored even though repairs were completed by an entity other than the **Issuing Dealer**. Please contact the Claims Service before obtaining service, and notify them that the **Issuing Dealer** for **Your Service Contract** is no longer in business. The Claims Service will direct **You** to a participating dealer in **Your** area who will honor the disappearing deductible that **You** selected.

Under Plan Benefits, Complimentary 24-Hour Roadside Assistance, item 6. Concierge Service, is deleted in its entirety. This benefit is not available in Florida.

The "Refunds" provision is deleted and replaced with the following:

Refunds

Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and **We** agree to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

Within the first 60 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less an administrative fee of five percent (5%) of this **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**.

If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.

After this **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of this **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.

The Transfer provision is amended by revising the transfer fee to \$40.00.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and non-binding. The venue for arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.

GEORGIA: The Refunds provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service Contract**, **You** must: a. Mail this **Service Contract** to **Us** along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide **Us** with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by **Us**. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer. The Arbitration Agreement provision is deleted in its entirety.

Under, "EXCLUSIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER",

Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under this **Service Contract** must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

HAWAII: The following is added to the Refunds provision: **We** may cancel this **Service Contract** by mailing **You** at least five (5) days prior notice to **Your** last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of **Service Contract** purchase price; (b) a material misrepresentation by **You** to **Us**; or (c) a substantial breach of duties by **You** relating to the **Vehicle**. A 10% penalty per month will be added to any refund not paid or credited within 45 days after the return of this **Service Contract**.

The following language is added to this **Service Contract:** Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale - Provides Coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale - Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to **this Service Contract:** In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

IDAHO – NOTICE TO PURCHASER: The coverage **You** are buying is not required to register or finance a **Vehicle**. Coverage afforded under this motor **Vehicle Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS: The Refunds provision amended by revising the processing fee to 10% of the Service Contract purchase price or \$35.00 whichever is less.

INDIANA: **Your** proof of payment to the **Issuing Dealer** or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

IOWA: Pursuant to the Iowa Motor **Vehicle Service Contracts** Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Securities Bureau, 340 East Maple Street, Des Moines, Iowa 50319-0066, (515) 281-4441.

KANSAS: The Roadside Assistance coverage is not available in Kansas.

KENTUCKY: The Roadside Assistance coverage is not available in Kentucky. Rental reimbursement and Towing are not available in Kentucky unless the benefit is directly related to a loss resulting from defects in material or workmanship.

LOUISIANA: The Refunds provision is deleted and replaced with the following:

Within the first 30 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You** and a full refund will be made if you provide a written request for cancellation to the Issuing Dealer. After this **Service Contract** has been in effect more than 30 days, a pro-rata refund less a \$35 processing fee will be made, based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity. If a lien is outstanding against the described **Vehicle** and/or this **Service Contract** itself, any cancellation refunds will be made payable to the Lienholder. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

MASSACHUSETTS: NOTICE TO PURCHASER: The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the **Issuing Dealer** of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.

The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

The Refunds provision is amended by deleting the processing fee. A processing fee for cancellations will not be charged in Massachusetts.

The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.

The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.

Under Exclusions – What this Service Contract does not cover the following is added to exclusion #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

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MINNESOTA: MINNESOTA AMENDMENT: Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor **Vehicle** has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor **Vehicle** has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request. The following is added to the Refunds provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.

The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding. The following sentence is deleted from the definition of Mechanical **Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.

The Exclusions – What this Service Contract does not cover provision is amended as follows:

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #7 is deleted and replaced with the following: “(7) damage and/or failures caused by insufficient levels of fluids, lubricants, or coolants.”

Exclusions # 9, 16 and 19 are deleted.

The phrases“...but not limited to...” and “...such as...” are deleted wherever they appear in this **Service Contract**.

MISSISSIPPI: The Arbitration Agreement provision is voluntary and non-binding.

MISSOURI: The following language is added to the Refunds provision: If this **Service Contract** is cancelled we shall mail you a written notice of cancellation within 15 days of the date of termination. A 10% penalty per month shall be added to a refund that is not paid within thirty (30) days of the return of this **Service Contract**.

The following is added to the Arbitration Agreement provision: Arbitration shall be held in the county of Your residence or place of business unless You have no residence or place of business, then the arbitration will be held in a location as provided under Missouri law. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

The Notice provision is deleted and replaced with the following: Our obligations under this Service Contract are guaranteed under a service contract reimbursement insurance policy. If We fail to pay or provide service within 60 days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll-free at 1-800-950-6060.

MONTANA: The following is added to the refunds provision:

We shall mail a written notice to You at Your last-known address contained in Our records at least 5 days prior to the cancellation by Us. Prior notice is not required if the reason for cancellation is for:

- a. nonpayment of the Service Contract price;
- b. a material misrepresentation by You to Us; or
- c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

NEBRASKA: The obligations and promises contained within this **Service Contract** are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll free (800) 950-6060. You may file a claim with this Insurance Company if any promise made in this **Service Contract** has been denied or has not been honored within sixty (60) days the date proof of loss was filed.

The Arbitration Agreement provision is deleted in its entirety and replaced with the following: Any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision has been rendered, either party may demand a right to a trial. The demand must be made within 30 days of service of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will be binding.

NEVADA: The following is added to the Refunds provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **vehicle** does not meet the eligibility and underwriting guidelines of the Obligor's Insurer. In the event of cancellation, you will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 60 days after the return of this **Service Contract**. If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact **Us** for further information).

NEW HAMPSHIRE: The following is added to the Notice provision: In the event **You** do not receive satisfaction under this **Service Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

NEW MEXICO: The following is added to the Refunds provision: This **Service Contract** may be cancelled by **Us** within the first 70 days if the **vehicle** does not meet the eligibility and underwriting guidelines of the Obligor's Insurer. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**

NORTH CAROLINA: The following disclosure is added to this **Service Contract**: Purchase of this **Service Contract** is not required in order to purchase or obtain financing for a Vehicle.

The Refunds provision is amended by revising the processing fee to \$35.00 or 10% of the refund amount, whichever is less.

OKLAHOMA - NOTICE TO PURCHASER: This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.

The Refunds provision is deleted and replaced with the following:

Refunds - Within the first 30 days after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against the Service Contract. If you cancel this Service Contract after 30 days, or have made a claim within the first 30 days, a pro-rata refund, less a processing fee of 10% of the unearned pro rata purchase price or thirty-five dollars (\$35.00), whichever is less, will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. If we cancel this Service Contract 100% of the Service Contract purchase price will be refunded. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

RHODE ISLAND: The following language is added to the **Service Contract**: **Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:**

Used vehicles with less than 36,000 miles at the time of sale - Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

SOUTH CAROLINA: The following is added to the Refunds provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

The Refunds provision is amended by revising the processing fee to \$25.00.

The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

TEXAS: The following is added to the Refunds provision: If **We** cancel this **Service Contract We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

UTAH: Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Upon **Our** failure to perform under this **Service Contract**, Lyndon Property Insurance Company shall pay, on **Our** behalf, any sums **We** are legally obligated to pay or shall provide any service **We** are legally obligated to perform according to **Our** contractual obligations under this **Service Contract** issued or sold by **Us**.

The following is added to the Refunds provision: If **We** cancel within the first thirty days or for nonpayment at any time, it must provide 10 days notice. If **We** cancel after 60 days, **We** must provide 30 days notice. After 60 days, **We** may only cancel for any of the reasons set forth in Utah Statutes 31A-21-303 (2)(a), including material misrepresentation, fraud, or a substantial breach of a contractual duty or condition.

The following is added to Section B.5 of "How to Make a Claim": **Your** failure to submit items B.1, B.2, and B.4 within 10 days of completed repairs will not invalidate **Your** claim if **You** can show that it was not reasonably possible to submit those items within 10 days and those items were submitted as soon as reasonably possible.

The terms under which this **Service Contract** may be paid are as follows: The purchase price may be paid in full, financed through **Your** lender, or paid in accordance with a payment plan. The **Issuing Dealer** can explain these payment options to **You**.

The following is deleted from the "How to Make a Claim" section: **NATURE OF AGREEMENT: You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given to it by the Magnuson Moss Warranty-- Federal Trade Commission Improvement Act (Act of January 4, 1975, Public law 93-637) as it relates to **Service Contract**.

VERMONT: The following is added to the Refunds provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration provision is amended to state that arbitration is binding upon the parties only if both parties agree to the Arbitration process.

VIRGINIA – Under Plan Benefits "Complimentary 24-Hour Roadside Assistance" coverage is deleted in its entirety. This benefit is not available in Virginia.

WASHINGTON: The following is added to the Right to Recover provision: **We** are entitled to the recovery after **You** have been fully compensated for any loss by the other party.

The following is added to the Arbitration Agreement provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with this **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Refunds provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against this **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the Vehicles odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**.

The Notice provision is deleted and replaced with the following: **Our** obligations and promises contained within this **Service Contract** are guaranteed by Policy number 55-WA-VW601-0906 issued by Lyndon Property Insurance Company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800) 950-6060.

WEST VIRGINIA: The Arbitration Agreement provision is deleted and replaced with the following:
If We and You do not agree whether coverage is provided under this Service Contract for a claim made by or against You, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will:
(a) pay its chosen arbitrator; and
(b) bear the other expenses of the third arbitrator equally.

WISCONSIN - THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The Arbitration Agreement provision is amended to state that the Arbitration process is nonbinding.

The following is added to the Right to Recover provision: **We** shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The following is added to the How to Make a Claim provision:
Notice of loss should be made as soon as reasonably possible and within one year. Failure by you to give notice or obtain prior authorization does not invalidate or reduce a claim unless we are prejudiced by your failure to give notice or obtain prior authorization.

WYOMING: The Refunds provision is deleted and replaced with the following: Refunds - Within the first 30 days after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this Service Contract. If a claim has been made against this Service Contract, or after this Service Contract has been in effect more than 30 days, a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to You and the Lienholder may be shown as an additional payee. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. If We cancel this Service Contract for any reason other than nonpayment of the Service Contract purchase price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, We shall mail a written notice to You at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to You within 45 days after the return of this Service Contract to Us.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.

The Arbitration Agreement provision is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.



Western General Dealer Services, Inc.
In CO, IA, IL, PA and TN: WG Dealer Services
In FL, and OK: Western General Warranty Corporation (FL License #60078)
In LA, WA and WI: Protective Administrative Services, Inc.
P.O.Box 4493, Woodland Hills, CA 91365 (800)242-9442

GOLD PLUS / PLATINUM WRAP PLAN
MECHANICAL BREAKDOWN SERVICE CONTRACT
THIS SERVICE CONTRACT IS NOT AN INSURANCE POLICY



DECLARATIONS

OWNER	Service Contract No. 2127 -		EFFECTIVE DATE (Original In-Service Date)	
	Name of Service Contract Purchaser		CONTRACT Term / Mileage: _____ Months ,000 Miles *	
	Address		VEHICLE PLAN: <input type="checkbox"/> New Vehicle <input type="checkbox"/> Pre-Owned Certified Vehicle	
	City _____ State _____ Zip _____		Coverage Plan Selected: <input type="checkbox"/> GOLD PLUS WRAP <input type="checkbox"/> PLATINUM WRAP	
DEALER	Phone Number: _____		\$100 Standard Deductible (Unless optionally checked here) <input type="checkbox"/> \$0 <input type="checkbox"/> \$50 <input type="checkbox"/> \$200 <input type="checkbox"/> Disappearing Deductible	
	Issuing Dealer or Seller		Optional Coverages Turbocharged/ Supercharged <input type="checkbox"/> Dual Wheel <input type="checkbox"/> 4WD/ AWD <input type="checkbox"/> Diesel <input type="checkbox"/>	
	Address		VEHICLE Year _____ Make _____ Model _____	
	City _____ State _____ Zip _____		VIN _____ Odometer _____	
LENDER	Dealer Phone Number: _____		Vehicle Purchase Price \$ _____ Service Contract Price \$ _____	
	Lienholder and Address (Must be completed)			


YOUR RESPONSIBILITIES: Service and maintain Your Vehicle as recommended by the Manufacturer. Verifiable invoices from a licensed service facility, showing dates, mileage and service performed, must be kept and may be required to establish coverage. If you do the servicing yourself, a log and verifiable receipts for parts and fluids must be kept and may be required. In Washington, the implied warranty of merchantability on the motor vehicle is not waived if this Service Contract has been purchased within 90 days of the purchase date of the Vehicle from the Issuing Dealer who also sold the Vehicle covered by this Service Contract. In order to claim benefits, follow the procedure on page 4, HOW TO MAKE A CLAIM.

I hereby declare that I have fully read the terms of this Service Contract (pages 1-4 and the applicable STATE CHANGES section) including: (1) COVERED PARTS, (2) WHAT IS NOT COVERED AND NON-COVERED PARTS, (3) Term and Mileage Expiration, (4) the Arbitration Agreement, (5) Refunds (6) the Limit of Liability, I understand and accept all the provisions therein. There have been no other oral or written agreements or representations made other than those expressly contained in this Service Contract. Purchase of this Service Contract is optional, and not required to obtain financing.


Customer's Signature _____ Date _____

Signature of Issuing Dealer's Authorized Representative _____ Date _____


BENEFITS




Alternate Transportation (Rental) AUTOMATIC RENTAL BENEFIT ON ALL COVERED CLAIMS. In the event of a Mechanical Breakdown of a covered part during the term of this Service Contract, You will be reimbursed for Alternate Transportation expenses (excluding fuel, collision damage waiver and optional insurance charges), for a Vehicle rental from a rental agency or dealer, on the basis of \$30 per day up to \$180 for each repair visit. In the event of a Mechanical Breakdown of a covered part during the term of this Service Contract, You will be reimbursed for Alternate Transportation expenses for up to an additional four (4) days for parts back order and inspection delays at \$30 per day.



Towing - In the event of a covered Mechanical Breakdown under this Service Contract , You will be reimbursed up to an additional \$25.00 for actual towing expenses over the Roadside Assistance Towing benefit listed below. The combined benefit of Roadside Assistance and Towing shall not exceed \$75.00. In order to claim Towing benefits under the Roadside Assistance benefit listed below, contact Roadside Assistance Toll Free (888) 233-2371.



Trip Interruption - In the event of a Mechanical Breakdown of a covered part during the term of this Service Contract, You will be reimbursed up to \$150 per day for up to three (3) days for meals and lodging when the covered Mechanical Breakdown occurs more than 50 miles from Your residence. Benefits are per Mechanical Breakdown and You must remain overnight for Your lodging and meals between the date of the Mechanical Breakdown and the date the repairs are completed. **You must provide to Us valid lodging and meal receipts in order to be reimbursed.**



Complimentary 24-Hour ROADSIDE ASSISTANCE Toll Free (888) 233-2371 - If Your Vehicle is in need of non-accident related Roadside Assistance, **You** must call the toll-free number listed above for service. For the term of this **Service Contract**, the following benefits are available 24-hours a day, 365 days a year, anywhere in the United States and Canada:

1. Towing Assistance

2. Jump Starts


3. Flat Tire Changes (with customer's inflated spare)

4. Vehicle Fluid Delivery - cost of fluids extra


5. Lock-out Assistance - key cuts/replacement extra

6. Concierge Service - courtesy help & emergency phone call support to relatives, police, etc.


A Maximum Benefit of \$100 per incident applies. Only requests for services dispatched through the above listed number will be honored. (Services are not provided in areas where state providers are exclusively utilized, such as selected state toll-roads or highways.) No Deductible is applied.



Manufacturer's Deductible Reimbursement - In the event that You are charged a deductible for claims against the Original Manufacturer's Warranty and the repaired part is covered by this Service Contract, You will be reimbursed up to \$100 per occurrence.



Emergency Repair Benefit - In the event Your Vehicle incurs a covered Mechanical Breakdown while the Claims Service is closed, You may authorize repairs up to \$500 (See How to Make a Claim on Page 4).



Renewal Benefit - In the event this Service Contract has not expired, and Your Vehicle is still qualified for coverage, You may have the option to purchase another Service Contract. That Service Contract may only be purchased from Your Issuing Dealer, and is subject to the terms, coverages and deductibles applicable to Your Vehicle at the time of said purchase.

DECLINATION OF COVERAGE

I **do not** choose to purchase the above Coverage offered on my Vehicle. I understand that by not accepting this Coverage I am **not entitled** to the benefits as listed.

Customer's Signature _____ Date _____

Signature of Issuing Dealer's Authorized Representative _____ Date _____

RETAIN IN CUSTOMER'S SERVICE FILE

COVERED PARTS BASED ON COVERAGE PLAN SELECTED IN THE DECLARATIONS SECTION

Gold Plus Wrap Coverage

ANY PART NOT LISTED BELOW IS NOT COVERED

ENGINE, TURBOCHARGER, SUPERCHARGER, TRANSMISSION, TRANSFER CASE, FRONT/REAR WHEEL DRIVE AXLES, AND SEALS AND GASKETS FOR ALL OF THESE COMPONENT GROUPS, ARE NOT COVERED.

- ◆ **Front and Rear Suspension:** Upper and lower control arms, shafts and bearings or bushings; upper and lower ball joints; king pins and bushings; spindle and spindle support; MacPherson struts; torsion bars and bushings; wheel bearings; leaf springs, shackles and bushings; coil springs; stabilizer bar, linkage and bushings; compressor; seals and gaskets.
- ◆ **Steering:** Power steering pump; steering box; rack and pinion. Steering shaft and couplings; idler arm; tie rods, tie rod ends; pitman arm; center and drag link; cooler and cooler lines, pressure control valve; seals and gaskets.
- ◆ **Brakes:** Master cylinder; vacuum assist booster; diesel vacuum assist booster pump; hydraulic lines and fittings; wheel cylinders; calipers; pressure-differential, metering, proportional and combination valves; brake pedal assembly; parking brake lever.
- ◆ **Electrical:** Alternator; voltage regulator; starter motor; starter motor solenoid; front and rear window wiper motor; windshield wiper delay module; washer pumps, power antenna motor; distributor; dash and engine main wiring harness; spark control sensor; electronic ignition module; turn signal switch; horn switch and horns; rear window defogger; power trunk motor, trunk release switch and trunk release solenoid, headlamp switch, manually operated switches for all parts listed in this component group.
- ◆ **Air Conditioning:** Compressor; condenser; compressor clutch, field coil and clutch pulley; idler pulley and bearing; evaporator; blower motor and fan; receiver-dryer/accumulator; air ducts; expansion valve/orifice tube; suction throttling/POA valve and tube; air conditioning control panel and control module; seals and gaskets.
- ◆ **Cooling:** Radiator, radiator brackets; fan, fan clutch; electric fan motor; fan relay; fan shroud; idler pulley/belt tensioner and bearing; coolant recovery tank.
- ◆ **Interior and Exterior:** Hood/trunk/hatch hinges, latches, gas cylinders and springs; door handles and hinges; seat tracks; glove box lock; ash tray assembly; shift lever.
- ◆ **Fuel:** Mechanical and electrical fuel pumps; fuel injector pump; fuel distributor; fuel lines and fittings; fuel pressure regulator; fuel sending unit; fuel injectors; fuel tank; fuel injection sensors and air flow sensors; electronic fuel injection computer control module; seals and gaskets.
- ◆ **Hi-Tech Coverage:** ABS brake systems and electronics, hydraulic control unit; all safety air bags and sensors; seat belt fasteners, seat belt/restraint system motor and servo; retractable child seats; door locks; child safe door locks; automatic and central door locking systems; window disabling system; traction control systems; electronic modulated suspension; bumper absorbers; automatic roll bar system. Illuminated keyless entry; remote and electronic entrance device; factory installed anti-theft devices; map lights and compartment lighting; factory installed ignition fault device. Centering lock spring and phase control; tilt/telescoping steering assembly; steering dampener; four-wheel steering output shaft/rod, variable assist power steering computer. Electronic level control module; height sensor; electronic (L.E.D.) driver display and control module. Speed/Cruise Control module and servo; convertible top motor; sunroof motor; power seat computer; computer dash circuit boards and dash gauges; computer dash module; power window motors; window regulator; power mirror motor; rear compartment air conditioning control panel; automatic day/night mirrors; heated seats; illuminated visor vanity; trip odometer; engine block heater; thermometer; manually operated switches for all the parts listed under "Hi-Tech Coverage".
- ◆ **Taxes and Fluids:** Will be covered when required in conjunction with a covered repair.

Platinum Wrap Coverage

Platinum Wrap coverage provides all the coverage as listed above and also provides coverage for repair/replacement of ALL original equipment factory-installed mechanical and electrical operating parts and assemblies on the covered **Vehicle except parts in the Engine, Turbocharger/Supercharger, Transmission, Transfer Case, Front/Rear Wheel Drive Axles, and Seals and Gaskets for those component groups.** Platinum Wrap Coverage also excludes items under "WHAT IS NOT COVERED and NON COVERED PARTS" shown on Page 4.

GENERAL PROVISIONS

Definitions -

Issuing Dealer/Service Contract Seller: means the entity who sells this **Service Contract** to **You**.

Mechanical Breakdown: means the failure of a covered part due to a defect in the part or faulty workmanship as supplied by the Manufacturer, making the part unable to mechanically perform the function for which it was designed. A **Mechanical Breakdown** does not include gradual reduction in operation performance as a result of normal wear and usage when no **Mechanical Breakdown** has occurred. The Manufacturer has established tolerances for the express purpose of defining failure and serviceability. When specifications exceed Manufacturer's tolerances, a **Mechanical Breakdown** will be considered to have occurred. **There is no coverage for any Mechanical Breakdown caused by the failure of a non-covered part.** If the **Mechanical Breakdown** is covered under the terms of this **Service Contract**, **We** will also pay the reasonable cost to tear down/disassemble.

Motor Vehicle/Vehicle: means the **Vehicle** covered by this **Service Contract**, as identified in the Declarations section.

Obligor/Service Provider: means the entity that is contractually obligated to **You** under the terms of this **Service Contract**. Administrative Address: P.O. Box 4493, Woodland Hills, CA 91365, Toll Free 800-242-9442. In Colorado, Iowa, Illinois, Pennsylvania and Tennessee, this **Service Contract** is between **You** and WG Dealer Services. In Florida and Oklahoma, this **Service Contract** is between **You** and Western General Warranty Corporation, (FL Lic. #60078). In Louisiana, Washington, and Wisconsin, this **Service Contract** is between **You** and Protective Administrative Services, Inc. In Maine, this **Service Contract** is between **You** and the Issuing Dealer. In all other states, this **Service Contract** is between **You** and Western General Dealer Services, Inc. (CA Lic. #0E39085).

Service Contract Purchase Price/Provider Fee: means the price paid by **You** for the purchase of this **Service Contract**.

Service Contract: means this **Service Contract** and **Your** completed Declarations section.

Service Contract Purchaser/Holder: means the purchaser of this **Service Contract** as named in the Declarations section.

We, Us, or Our: means the **Obligor/Service Provider**. In Maine, **We, US, or Our** means the **Issuing Dealer**.

You or Your: means the **Service Contract Purchaser/Holder** as named in the Declarations section.

Deductible - Your deductible is \$100 or as optionally selected in the Declarations section. **Your Deductible** will be applied for each REPAIR VISIT. **You** will be assessed one deductible per visit. If the optional Disappearing Deductible has been selected (available only for New **Vehicle** Plans), no deductible will be charged for a covered **Mechanical Breakdown** which is completed by the **Issuing Dealer** listed in the Declarations section. If **You** selected the Disappearing Deductible and the covered **Mechanical Breakdown** is NOT completed by the **Issuing Dealer** listed in the Declarations section, **Your deductible** will be the standard \$100 per repair visit, or as optionally selected. No deductible will be applied to Alternate Transportation, or Trip Interruption Benefits provided in conjunction with the repair of a part covered by the Manufacturer's Warranty that is also covered by this **Service Contract**. No deductible applies to Roadside Assistance benefits. **Manufacturer's Deductible Reimbursement** - In the event that **You** are charged a deductible for claims against the Original Manufacturer's Warranty and the repaired part is covered by this **Service Contract**, **You** will be reimbursed up to \$100 per occurrence.

Lifetime Deductible Guarantee - In the event **You** incur a second failure to the same covered part during the lifetime of this **Service Contract**, **You** will not be charged a second or any subsequent deductible for the same covered part.

Payment for Covered Repairs - In the event of a **Mechanical Breakdown** of a covered part (based on the Coverage Plan Selected in the Declarations section, **We** under this **Service Contract** will at **Our** option, repair, replace, pay for, or reimburse **You** or the repair facility for the reasonable cost to repair or replace such covered parts less **Your deductible**, if any, as shown in the Declarations section. This **Service Contract** does not obligate the **Issuing Dealer** or any party to provide coverage for any parts or services not listed as covered herein, including parts and services which may be necessary to preserve or maintain the utility, performance, or proper operation of the **Vehicle** under normal operation and service. The maximum allowance for covered repair time is governed by established industry time and labor guides. **Repairs and/or replacements will be made with parts of like kind and quality. The Claims Service may elect to provide repairs and/or replacements with new parts or parts of like kind and quality (i.e., rebuilt, remanufactured or used parts).**

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made against this Service Contract. If a claim has been made against this Service Contract, or after this Service Contract has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. **If the Vehicle has been sold to a Dealer or non-Private Party Purchaser, or has been deemed a total loss, it is Your responsibility to contact the Obligor for a refund (800) 242-9442.**

Transfer - This Service Contract is transferable, one time only, to a Private Party Purchaser (the approved transferee) You sell the Vehicle to while this Service Contract is still in force. To transfer You must give Us a \$55 Transfer Fee and a Bill of Sale along with a completed Transfer Form (provided by Us) within 30 days of sale of the Vehicle, and provided You include with Your transfer request evidence that You have also effected a transfer of the Manufacturer's Warranty, (if the Manufacturer requires transfer). Refund rights do not apply after transfer.

Service Contract Territory - This Service Contract applies to a Mechanical Breakdown or failure occurring only within the United States and Canada.

Term and Mileage Expiration - **NEW AND CERTIFIED PRE-OWNED VEHICLE PLANS:** This **Service Contract** is effective on the Date the Manufacturer's or Certified Pre-Owned Warranty begins (IN-SERVICE DATE) and expires based on either elapsed time from the Effective Date at 12:01 local time on that date, or when the **Vehicle** has accumulated the total mileage limitation from mile zero (0), whichever shall occur first, based upon the Term/Mileage selected.

Right to Recover - If anything is paid under this **Service Contract** and **You** have the right to recover from another party, **Your** rights become subrogated to **Us** up to the amount paid. **You** must do whatever is necessary to enable **Us** to enforce these rights.

No Benefit to Bailee - This **Service Contract** shall not directly or indirectly benefit any carrier or bailee.

Arbitration Agreement - In the event that any claim remains unresolved following the procedures set forth in the "Notice" section, then any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including the Supplementary Procedures for Consumer-Related Disputes as applicable) in effect as of this **Service Contract's** effective date (www.adr.org). Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in the judicial district of purchase.

Limit of Liability - **THERE IS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE** including, but not limited to: injury, loss of life, property damage, loss of use, loss of time, inconvenience or commercial loss, or breach of implied warranties, which result from a covered or non-covered Mechanical Breakdown under the terms of this Service Contract and such liability is expressly excluded. This Service Contract is NOT a warranty and does NOT guarantee the utility or performance of the Vehicle. The liability for any Mechanical Breakdown shall not exceed the actual cash value of the Vehicle at the time of a Mechanical Breakdown. The total of all benefits paid or payable during the term of this Service Contract shall not exceed the Vehicle purchase price.

WHAT IS NOT COVERED AND NON-COVERED PARTS

This Service Contract provides only the benefits specified and does not cover, including but not limited to: (1) any part not listed on pages 1 or 2 as a “Covered Part”; (2) damage caused by abuse, negligence, accident, collision, theft or fire; (3) servicing, maintenance, tune-ups, oil changes, fluid replacements, etc. as recommended and required by the Manufacturer including adjustments and alignments (except when required in conjunction with a covered repair); (4) any Mechanical Breakdown if the odometer has been altered, tampered with, broken, stopped or replaced/repared, so that the actual mileage cannot be determined; (5) Vehicles used for competitive type driving or racing; (6) Vehicles used for: plowing snow, hire to public, to transport people for hire, for rental, for municipal or professional emergency or police services, or towing a trailer whose weight exceeds the manufacturer’s recommendations for your vehicle; (7) damage and/or failures caused by contamination or insufficient levels of fluids, lubricants or coolants; (8) repair of valves or rings where there is no Mechanical Breakdown of a covered part and the purpose of such repair is to raise the engine’s compression (low engine compression is not considered a Mechanical Breakdown and as such is not covered); **(9) pre-existing conditions (all covered parts under this Service Contract must be functioning properly and not in need of repair at time of sale of the Vehicle and this Service Contract);** (10) damage due to the alteration of any part of the Vehicle in a manner not recommended by the Manufacturer; (11) all fasteners including but not limited to bolts, studs, nuts, pins, clips and retainers, except when required in conjunction with a covered repair; (12) head gasket failure due to continued operation of the Vehicle after a Mechanical Breakdown has occurred; (13) losses due to Your failure to perform maintenance as required by the Manufacturer where the failure to maintain the Vehicle involved the failed parts and shown under “YOUR RESPONSIBILITIES” on the Declaration page; (14) Mechanical Breakdowns covered by a warranty or other guarantee provided by the Manufacturer, supplier or repairer of any part; (15) any loss or expense that is a result of a defect for which the Manufacturer has publicly announced its responsibility by a recall or other announcement for the purpose of correcting such defect; (16) the failure of any part caused by the failure of a non-covered part; (17) damage to a non-covered part caused by a covered part; (18) any loss or damage caused by the failure to use reasonable means to protect the Vehicle from further damage, including continued operation of the Vehicle after a Mechanical Breakdown has occurred; (19) damage due to rust, corrosion or contamination; (20) parts normally designed to be serviced or replaced with usage during the life of the Vehicle, such as, but not limited to: filters, lubricants, coolant, fluids (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, fuses, brake rotors, brake drums, brake pads, brake linings, manual/hydraulic/electronic clutch assemblies, shock absorbers, battery, battery cables, throttle body assembly, exhaust system, belts and hoses; (21) glass, lenses, sealed beams, tires, trim, moldings, bright metal, upholstery and paint.

HOW TO MAKE A CLAIM

CLAIMS SERVICE PHONE NUMBER AND ADDRESS: Nationwide Toll Free **(800) 242-9442**. P.O. Box 4493, Woodland Hills, CA 91365.
CLAIMS SERVICE BUSINESS HOURS: Monday through Friday, 5 AM to 6 PM, Pacific Time. Closed on Weekends and Holidays.
AFTER HOURS CLAIMS SERVICE: For claims after business hours or weekends and holidays that are under \$500, please follow the instructions in section C. below and call the Claims Service at (800) 242-9442. For claims over \$500, contact the Claims Service the next business day during normal business hours.
It is a condition for coverage that BEFORE ANY REPAIR or replacement is made, You (or the chosen Repair Facility) MUST GIVE NOTICE TO THE CLAIMS SERVICE. NO REPAIR OR REPLACEMENT SHALL BE PERFORMED UNLESS FIRST APPROVED BY THE CLAIMS SERVICE.
The Claims Service shall have a reasonable period of time to exercise its option to inspect the Vehicle.
A. In the event of a Mechanical Breakdown, You MUST follow this procedure:
1. You must authorize tear down, if necessary to facilitate an internal inspection. If inspection fails to reveal a covered Mechanical Breakdown, You must bear the cost of tear down and any corrective repairs and/or reassembly. If the Mechanical Breakdown is covered under this Service Contract, We will also pay the reasonable cost to tear down.
2. Return Your Vehicle to the Issuing Dealer or any licensed repair facility and present a copy of this Service Contract. Contact the Claims Service at the above number before repairs begin.
3. Provide receipts for required maintenance servicing. (See “Your Responsibilities” in the Declarations section.)
4. Pay the applicable deductible and any other non-covered charges.
B. FOR CLAIMS UP TO \$500, THAT OCCUR AFTER BUSINESS HOURS, WEEKENDS AND HOLIDAYS, YOU MUST DO ALL OF THE FOLLOWING:
1. Have Your Issuing Dealer or licensed repair facility provide You with a written diagnosis explaining the nature of the mechanical failure, what caused it, and the necessary repairs.
2. You or the Repairer must contact the Claims Service at the above number before repairs begin, have Your Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed \$500. For repairs exceeding \$500, contact the Claims Service on the next business day at (800) 242-9442.
3. Save all replaced parts until the Claims Service notifies You whether it wishes to exercise its right to inspect them.
4. Your paid repair order and replaced parts (if requested) must be submitted to the Claims Service at the above address within 10 days of completed repairs.
5. If Claims Service re-opens before repairs to Your Vehicle are completed, You MUST IMMEDIATELY contact the Claims Service for instructions before continuing with repairs. Failure to comply with the above procedures will result in a denial of coverage.

Travel Guard Claim Payment Benefit - In the event You are unable to return the Vehicle to Your Issuing Dealer, covered repairs can be paid for by the Claims Service Credit Card only during normal business hours.
NATURE OF AGREEMENT: You agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given it by the Magnuson Moss Warranty-Federal Trade Commission Improvement Act of January 4, 1975, (Public Law 93-637) as it relates to Service Contracts.
NOTICE: The obligations and promises contained within this **Service Contract** are backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017. Toll Free (800) 950-6060. You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within sixty (60) days the date proof of loss was filed.

STATECHANGES

If **You** purchased this **Service Contract** in any of the following states, this **Service Contract** is amended as indicated below:

ALABAMA: The Refunds provision is amended by revising the processing fee to \$25.00
The following is added to the Refunds provision: A processing fee will only be charged for cancellations requested by **You**. It will not apply to cancellations initiated by **Us**. A 10% penalty will be added to any refund not paid or credited within 45 days.

ALASKA: The Refunds provision is amended to state that the processing fee will be 7.5% of the unearned **Service Contract** purchase price or \$35.00, whichever is less. If **We** cancel this **Service Contract**, **We** shall mail a written notice of cancellation to **You** at **Your** last known address at least 60 days before the effective date of cancellation. However, if **We** cancel this **Service Contract** for nonpayment of the **Service Contract** purchase price, or for failure or refusal by **You** to provide the information necessary to determine the **Service Contract** purchase price, **We** will mail a written notice of cancellation to **You** at **Your** last known address before the 20th day proceeding the effective date of cancellation. If **We** cancel this **Service Contract** for conviction of **You** of a crime, fraud or material misrepresentation made by **You** or a representative of **You** in obtaining this **Service Contract** or by **You** in pursuing a claim under this **Service Contract**, written notice shall be mailed to **You** at **Your** last known address at least 10 days before the effective date of the cancellation.
The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

ARIZONA: The following sentence is added to the Refunds provision: If **You** are unable to recover a refund from the **Issuing Dealer**, **You** may request from **Us** a refund of the **Service Contract** purchase price.
The following is deleted from the Refunds provision: The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.
The following language is deleted from the Transfer provision: Refund rights do not apply after transfer.
The following is added to the Arbitration Agreement provision: The arbitration process is voluntary and both parties must mutually agree to arbitration. Any arbitration clause does not preclude Your right to file a complaint with the Arizona Department of Insurance under the provisions of Arizona Revised Statutes §20-1095.04 and 20-1095.09. The venue for any complaint filed by an Arizona resident shall be Arizona.
Under“WHAT IS NOT COVERED AND NON-COVERED PARTS,
Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repared after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;
Exclusion #9 is deleted in its entirety.
Exclusion #10 is deleted and replaced with the following: (10) A **Vehicle** that **You** have modified, or that **You** are aware has been modified in a manner that increased the likelihood of a **Mechanical Breakdown**.
The last sentence of the Notice provision is deleted and replaced with the following:
You may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within thirty (30) days.

ARKANSAS - NOTICE TO PURCHASER: The purchase of this **Service Contract** is not required in order to purchase or obtain financing for a **Vehicle**.
The following is added to the Right to Recover provision: We shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.
The Arbitration Agreement provision is amended to state that Arbitration is voluntary and nonbinding.

CALIFORNIA: The refund section is deleted and replaced with the following:
Within the first 60 days (New vehicles) or 30 days (Pre-owned vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the **Issuing Dealer** and if no claim has been made against the **Service Contract**. If a claim has been made against this **Service Contract**, or after this **Service Contract** has been in effect more than 60 days (New vehicles) or 30 days (Pre-owned vehicles), a pro-rata refund, less an administrative fee not to exceed 10 percent of the price of the **Service Contract** or \$25, whichever is less, will be made, based on either elapsed time or mileage, whichever is greater, by the **Issuing Dealer** to **You**, provided a written request for cancellation and documentation of the **Vehicle** mileage has been given to the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the **Vehicle** odometer reading. The above Cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity.
This **Service Contract** may be cancelled by **Us** for any reason within 60 days of the **Service Contract** purchase date if **We** mail a notice postmarked before the 61st day after the date **You** purchased the **Service Contract**. The notice shall state the grounds for cancellation. This **Service Contract** ceases to be valid five days after the postmarked date of the notice. In the event of such cancellation, **We** shall refund the full purchase price stated on the **Service Contract** within 30 days from the date of cancellation. However, if **We** have paid a claim, or have advised **You** in writing that **We** will pay a claim, **We** shall provide a pro-rata refund.
Any cancellation refunds will be made payable to the lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** agrees to effect cancellation at Lienholder’s request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. Roadside Assistance provided through Emergency Response Marketing at (888) 233-2371.
The Notice provision is deleted and replaced with the following: NOTICE: Performance to **You** under this **Service Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this **Service Contract** has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is : Lyndon Property Insurance company, 14755 N. Outer Forty Road, Ste. 400, St. Louis, Missouri 63017. If **You** are not satisfied with the insurance company’s response, **You** may contact the California Department of Insurance at (800)927-4357.

COLORADO: This **Service Contract** is non-cancellable unless the lender financing this **Service Contract** or state law provides otherwise. The Policy number is 90-CO-W825-0607.

CONNECTICUT: Resolution of Disputes: If **You** are not satisfied with **Our** resolution of **Your** claim, **You** may send a written complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. Any complaints will be resolved in accordance with the mediation provisions set forth in Conn. Regs. 41-260-1 to 42-260-5.
The following is added to the Refunds provision: **You** may cancel this **Service Contract** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen or destroyed. The following is added to Term and Mileage Expiration provision: If this **Service Contract** expires in less than one year and a **Mechanical Breakdown** of a covered part occurs prior to expiration, there shall be an automatic extension of the term of this **Service Contract** during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered part under this **Service Contract**.
The following is added to the **Service Contract**: Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, to provide a warranty covering certain classes of used motor VEHICLES as follows:
Used VEHICLES with a sale price of \$3,000 but less than \$5,000:
Provides coverage for 30 days or 1,500 miles, whichever comes first.
Used VEHICLES with a sale price of \$5,000 or more:
Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to the **Service Contract**: In addition to the DEALER warranty required by the law, **YOU** have elected to purchase the **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for the **Service Contract**. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in the **Service Contract** apply only to the **Service Contract** and are not the terms of the required dealer warranty.

FLORIDA: The following disclosure is added to this **Service Contract**: **You** may not make any claim against the Florida Insurance Guarantee Association for any vehicle protection expenses.
In Florida We, Us and Our means Western General Warranty Corporation (License #60078) P.O. Box 4493, Woodland Hills, CA 91365.
If the **Issuing Dealer** is out of business, please advise the Claims Service, and the disappearing deductible will be honored even though repairs were completed by an entity other than the **Issuing Dealer**. Please contact the Claims Service before obtaining service, and notify them that the **Issuing Dealer** for **Your Service Contract** is no longer in business. The Claims Service will direct **You** to a participating dealer in **Your** area who will honor the disappearing deductible that **You** selected.
Under Plan Benefits, Complimentary 24-Hour Roadside Assistance, item 6. Concierge Service, is delted in its entirety. This benefit is not available in Florida.
The “Refunds” Section is deleted and replaced with the following:
Refunds
Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear we agree to effect cancellation at Lienholder’s request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund. Within the first 60 days after receipt of this **Service Contract**, the **Service Contract** may be cancelled by **You** and the full amount paid shall be refunded less an administrative fee of five percent (5%) of the **Service Contract** purchase price, if **You** provide a written notice of cancellation to **Us** or the **Issuing Dealer**. If this **Service Contract** is cancelled by **You** after 60 days **You** shall be entitled to a pro-rata refund of not less than ninety percent (90%) of the paid unearned pro-rata **Service Contract** purchase price. The pro-rata refund may be based upon request for cancellation to **Us** or the **Issuing Dealer** and a notarized statement as to the **Vehicle** odometer reading at that time. In place of a notarized statement, **You** may obtain a written statement from the **Issuing Dealer** certifying the **Vehicle** odometer reading at such time.
After the **Service Contract** has been in effect for 60 days, it cannot be cancelled by **Us** unless: there has been a material misrepresentation or fraud at the time of sale of the **Service Contract**; or **You** have failed to maintain the **Vehicle** as prescribed by the Manufacturer; or in the case of nonpayment of the **Service Contract** purchase price by **You** when **We** provide **You** notice of cancellation by certified mail. In the event **We** cancel, **We** will return 100% of the paid unearned **Service Contract** purchase price. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity.
The Transfer provision is amended by revising the transfer fee to \$40.00.
The Arbitration Agreement provision is amended to state that Arbitration is voluntary and non-binding. The venue for Arbitration shall be the county in which **You** reside, unless **You** and the **Obligor** agree otherwise.

STATE CHANGES (CONTINUED)

GEORGIA: The Refunds provision is deleted and replaced with the following: If **You** bought this **Service Contract** in Georgia and desire to cancel this **Service Contract**, **You** must: a. Mail this **Service Contract** to Us along with a notarized affidavit that states the mileage on **Your Vehicle** at the date of **Your** request. If this **Service Contract** was financed, **We** will pay any refund to the lender unless **You** provide Us with proof that the loan has been paid; b. If **You** make **Your** request in the first 30 days, **We** will refund the entire price of this **Service Contract**. After the first 30 days, **We** will keep a pro-rata portion of the price based on the time expired on this **Service Contract** as compared to the **Service Contract** term. c. **We** cannot cancel this **Service Contract** except for fraud, material misrepresentation, or failure to pay the **Service Contract** purchase price. Pro-rata refunds will be issued for any cancellations initiated by Us. Any cancellation will comply with OCGA Section 33-24-44; d. If **We** fail to pay any refund within 60 days after written request for cancellation, **You** may make a direct written claim to the insurer.

The Arbitration Agreement provision is deleted in its entirety.

Under “What Is Not Covered and Non-Covered Parts”,

Exclusion #4 is deleted in its entirety and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repaired, while owned by **You**, so that the actual mileage cannot be determined.

Exclusion #9 is deleted and replaced with the following: (9) pre-existing conditions which are known to **You** (all covered parts under the **Service Contract** must be functioning properly and not in need of repair at the time of sale of the **Vehicle** and this **Service Contract**).

Exclusion #10 is deleted and replaced with the following: (10) damage due to the alteration made by **You** of any part of the **Vehicle** in a manner not recommended by the Manufacturer.

HAWAII: The following is added to the Refunds provision: **We** may cancel this **Service Contract** by mailing **You** at least five (5) days prior notice to **Your** last known address. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for (a) nonpayment of **Service Contract** purchase price; (b) a material misrepresentation by **You** to Us; or (c) a substantial breach of duties by **You** relating to the **Vehicle**. A 10% penalty per month will be added to any refund not paid or credited with 45 days after the return of this **Service Contract**.

The following language is added to the **Service Contract**: Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale - Provides Coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale - Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase the **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

IDAHO - NOTICE TO PURCHASER: The coverage **You** are buying is not required to register or finance a **Vehicle**. Coverage afforded under this **Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS: The Refunds provision amended by revising the processing fee to 10% of the **Service Contract** purchase price or \$35.00 whichever is less.

INDIANA: **Your** proof of payment to the Issuing Dealer or to **Us** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**, provided such insurance was in effect at the time **You** purchased the **Service Contract**.

IOWA: Pursuant to the Iowa Motor Vehicle **Service Contracts** Act, the name and address of the Iowa State Insurance Commissioner are as follows: Insurance Commissioner, Lucas State Office Building, Des Moines, Iowa 50319. For Iowa residents only, if **You** have problems or questions concerning this **Service Contract**, **You** may contact the Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa 50319, (515) 281-4441.

KENTUCKY: Alternate Transportation, Towing, and Trip Interruption are not available in Kentucky unless the benefit is directly related to a loss resulting from defects in material or workmanship.

LOUISIANA: The Refunds provision is deleted and replaced with the following:

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this **Service Contract**, this **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provide a written request for cancellation to the Issuing Dealer. After this **Service Contract** has been in effect more than 60 days, (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a \$35 processing fee will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to **You**, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. The above Cancellation provisions are not applicable in any way if this **Service Contract** has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this **Service Contract** itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

MASSACHUSETTS - NOTICE TO PURCHASER: The coverage **You** are buying is not required in order to register or finance a **Vehicle**. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. **You** can be required by the **Issuing Dealer** of this coverage to pursue those warranties which are available to **You** without this **Service Contract**.

The following is added to the Limit of Liability provision: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

The Refunds provision is amended by deleting the processing fee. A fee will not be charged in Massachusetts.

The Transfer provision is amended by deleting the fee. A transfer fee will not be charged in Massachusetts.

The Arbitration Agreement provision is amended to state that Arbitration is nonbinding.

Under “WHAT IS NOT COVERED AND NON-COVERED PARTS,” the following is added to exclusion #7: This **Service Contract** will cover a **Mechanical Breakdown** of a covered part which results when any covered part causes the sudden loss of fluid, lubricants, or coolants.

MINNESOTA - MINNESOTA AMENDMENT: Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) If the used motor Vehicle has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) If the used motor Vehicle has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Covered parts listed in this **Service Contract** may be covered by the required express warranty and are covered by this **Service Contract** only after expiration of the express warranty. If **Your Vehicle** is not sold with the original **Vehicle** owner's manual, a maintenance schedule will be provided by **Your Issuing Dealer** upon **Your** request.

The following is added to the Refunds provision: A 10 % penalty per month shall be added to any refund that is not paid or credited within 45 days after the return of this **Service Contract**.

The Arbitration provision is amended to state that Arbitration is voluntary and nonbinding.

The following sentence is deleted from the definition of **Mechanical Breakdown**: There is no coverage for any **Mechanical Breakdown** caused by the failure of a non-covered part.

The What is not covered an non-covered parts provision is amended as follows:

Exclusion #4 is deleted and replaced with the following: (4) any **Mechanical Breakdown** if the odometer has been altered, tampered with, broken, stopped or replaced/repaired after the purchase of the **Vehicle**, so that the actual mileage cannot be determined;

Exclusion #7 is deleted and replaced with the following: “(7) damage and/or failures caused by insufficient levels of fluids, lubricants, or coolants.”

Exclusions # 9, 16 and 19 are deleted.

The phrases“...but not limited to...” and “...such as...” are deleted wherever they appear in the **Service Contract**.

MISSISSIPPI: The Arbitration provisions are voluntary and non-binding.

MISSOURI: The following language is added to the Refunds provision: If this **Service Contract** is cancelled we shall mail you a written notice of cancellation within 15 days of the date of termination. A 10% penalty per month shall be added to a refund that is not paid within thirty (30) days of the return of this **Service Contract**.

The following is added to the Arbitration Agreement provision: Arbitration shall be held in the county of Your residence or place of business unless You have elected otherwise. Arbitration shall be held in a location as provided under Missouri law. Arbitration is voluntary. You are bound by the outcome of the arbitration follows.

Under this **Service Contract** are guaranteed under a service contract. If proof of loss has been filed, You are entitled to make a claim directly to the Issuing Dealer, 1001 N. 1st St. St. Louis, MO 63017. Toll-free at 1-800-950-6060.

Notice must be given at least 5 days prior to the cancellation by Us. Prior notice is not required

STATE CHANGES (CONTINUED)

NEBRASKA: THE OBLIGATIONS AND PROMISES CONTAINED WITHIN THIS SERVICE CONTRACT ARE BACKED BY LYNDON PROPERTY INSURANCE COMPANY, 14755 N. OUTER FORTY ROAD, SUITE 400, ST. LOUIS, MO 63017. TOLL FREE (800) 950-6060. YOU MAY FILE A CLAIM WITH THIS INSURANCE COMPANY IF ANY PROMISE MADE IN THIS SERVICE CONTRACT HAS BEEN DENIED OR HAS NOT BEEN HONORED WITHIN SIXTY (60) DAYS THE DATE PROOF OF LOSS WAS FILED.

The Arbitration Clause is deleted in its entirety and replaced with the following: Any controversy or claim arising out of or relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association. After the arbitrator's decision has been rendered, either party may demand a right to a trial. The demand must be made within 30 days of service of the arbitrator's decision. If this demand is not made, the amount of damages agreed to by the arbitrator will be binding.

NEVADA: The following is added to the Refunds provision: This **Service Contract** may be cancelled by Us within the first 70 days if the **Vehicle**. In the event of cancellation. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining the **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 60 days after the return of this **Service Contract**

If this **Service Contract** includes a renewal benefit, renewal will be subject to certain age and mileage restrictions. (Please contact Us for further information).

NEW HAMPSHIRE: The following is added to the Notice provision: In the event **You** do not receive satisfaction under this **Service Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

NEW MEXICO: The following is added to the Refunds provision: This **Service Contract** may be cancelled by Us within the first 70 days if the **Vehicle**. In the event of cancellation, **You** will be entitled to a pro-rata refund. After 70 days, **We** may only cancel this **Service Contract** if **We** discover fraud or material misrepresentation by **You** in obtaining this **Service Contract**, or in presenting a claim thereunder. If **We** cancel this **Service Contract**, cancellation will not become effective until 15 days after **We** mail **You** a notice of cancellation to **Your** last known address. A 10 % penalty per month to any refund that is not paid or credited to **You** within 30 days after the return of this **Service Contract**.

NORTH CAROLINA: The following disclosure is added to this **Service Contract**: Purchase of this **Service Contract** is not required in order to purchase or obtain financing for a Vehicle.

The Refunds provision is amended by revising the processing fee to \$35.00 or 10% of the refund amount, whichever is less.

OKLAHOMA - NOTICE TO PURCHASER: This **Service Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Service Contract** will not be honored by such manufacturer or wholesale company.

The Refunds provision is deleted and replaced with the following:

Refunds - Within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles) after receipt of this Service Contract, this Service Contract may be cancelled by You, and a full refund will be made if You provide a written request for cancellation to the Issuing Dealer and if no claim has been made. If you cancel this Service Contract after sixty (60) days (New Vehicles) or 30 days (Pre-owned Vehicles) or have made a claim within the first 60 days (New Vehicles) or 30 days (Pre-owned Vehicles), a pro-rata refund, less a processing fee of 10% of the unearned pro rata purchase price or thirty-five dollars (\$35.00), whichever is less, will be made based on either elapsed time or mileage whichever is greater, by the Issuing Dealer to You, provided a written request for cancellation and documentation of the Vehicle mileage has been given to the Issuing Dealer. Vehicle mileage may be documented by a written statement from the Issuing Dealer, or by a notarized statement as to the Vehicle odometer reading. If We cancel this Service Contract 100% of the Service Contract purchase price will be refunded. The above Cancellation provisions are not applicable in any way if this Service Contract has been or is being transferred to another person or entity. If a lien is outstanding against the described Vehicle and/or this Service Contract itself, any cancellation refunds will be made payable to the Lienholder. Should the Vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the Issuing Dealer agrees to effect cancellation at Lienholder's request upon receipt of evidence of repossession or total loss, and name the Lienholder as the sole payee of any resulting refund.

The following disclosure is added to this Service Contract: Oklahoma does not review commercial service warranty contract language (only personal).

RHODE ISLAND: The following language is added to the **Service Contract: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:**

Used vehicles with less than 36,000 miles at the time of sale - Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale - Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Service Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Service Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Service Contract**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Service Contract** apply only to this **Service Contract** and are not the terms of the required dealer warranty.

SOUTH CAROLINA: The following is added to the Refunds provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, material misrepresentation by **You**, or substantial breach of duties by **You**, **We** shall mail **You** a written notice of cancellation at **Your** last known address at last fifteen (15) days prior to the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund not paid that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

The Refunds provision is amended by revising the processing fee to \$25.00.

The following is added to the Notice provision: In the event of a disputed claim **You** may contact the South Carolina Department of Insurance at (800) 768-3467, or Post Office Box 100105, Columbia, SC 29202-3105.

TEXAS: The following is added to the Refunds provision: If **We** cancel this **Service Contract** **We** shall mail a written notice of cancellation to **You** at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. A 10% penalty per month shall be added to a refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract**.

UTAH: Coverage afforded under this **Service Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Upon Our failure to perform under this **Service Contract**, Lyndon Property Insurance Company shall pay, on Our behalf, any sums **We** are legally obligated to pay or shall provide any service **We** are legally obligated to perform according to Our contractual obligations under this **Service Contract** issued or sold by Us.

The following is added to the Refunds provision: If **We** cancel within the first thirty days or for nonpayment at any time, it must provide 10 days notice. If **We** cancel after 60 days, **We** must provide 30 days notice. After 60 days, **We** may only cancel for any of the reasons set forth in Utah Statutes 31A-21-303 (2)(a), including material misrepresentation, fraud, or a substantial breach of a contractual duty or condition.

The following is added to Section B.5 of "How to Make a Claim": **Your** failure to submit items B.1, B.2, and B.4 within 10 days of completed repairs will not invalidate **Your** claim if **You** can show that it was not reasonably possible to submit those items within 10 days and those items were submitted as soon as reasonably possible.

The terms under which this **Service Contract** may be paid are as follows: The purchase price may be paid in full, financed through **Your** lender, or paid in accordance with a payment plan. The **Issuing Dealer** can explain these payment options to **You**.

The following is deleted from the "How to Make a Claim" section: **NATURE OF AGREEMENT:** **You** agree and understand that this **Service Contract** is NOT A POLICY OF INSURANCE. This **Service Contract** is subject to the rules and regulations as may be devised by the Federal Trade Commission under the authority given to it by the Magnuson Moss Warranty-- Federal Trade Commission Improvement Act (Act of January 4, 1975, Public law 93-637) as it relates to **Service Contracts**.

VERMONT: The following is added to the Refunds provision: **We** may cancel this **Service Contract** within the first 60 days for any reason. After 60 days, **We** may only cancel this **Service Contract** for one or more of the following reasons (a) Nonpayment of the **Service Contract** purchase price (b) Material misrepresentation; (c) a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering in this **Service Contract**; or (d) substantial breaches of the contractual duties, conditions or warranties under the **Service Contract**. **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least 45 days, (15 day for non payment of the **Service Contract** purchase price), before this **Service Contract** is cancelled. Such notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Service Contract** purchase price, notice shall be by certified mail or certificate of mailing.

The Arbitration provision is amended to state that arbitration is binding upon the parties only if both parties agree to the Arbitration process.

VIRGINIA: Under Benefits "Complimentary 24-Hour Roadside Assistance" coverage is deleted in its entirety. This benefit is not available in Virginia.

STATE CHANGES (CONTINUED)

WASHINGTON: The Refunds provision is deleted and replaced with the following: Within the first 30 days after receipt of this **Service Contract**, the **Service Contract** may be cancelled by **You**, and a full refund will be made if **You** provided a written request for cancellation to **Us** or the **Issuing Dealer** and if no claim has been made against the **Service Contract**. If more than 30 days after receipt of this **Service Contract**, or if a claim has been made, a pro-rata refund, based on either elapsed time or mileage, whichever is greater, computed from the date this **Service Contract** was purchased and from the **Vehicles** mileage on that date, less an administrative fee of twenty-five dollars (\$25.00) will be made provided a written request for cancellation and documentation of the **Vehicles** mileage has been given to **Us** or the **Issuing Dealer**. **Vehicle** mileage may be documented by a written statement from the **Issuing Dealer**, or by a notarized statement as to the Vehicles odometer reading. The above cancellation provisions are not applicable if this **Service Contract** has been or is being transferred to another person or entity. Any cancellation refunds will be made payable to the Lienholder, if a lien is outstanding against the **Vehicle** and/or this **Service Contract** itself. Should the **Vehicle** be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder as its interest may appear and the **Issuing Dealer** or **We** agree to effect cancellations at Lienholders request upon receipt of evidence of repossession or total loss, and name the Lienholder as the loss payee of any resulting refund. A 10% penalty shall be added to any refund that is not paid within 30 days of return of this **Service Contract** to **Us**. **We** may not cancel for any other reason other than stated above and are otherwise fully obligated under the terms of this **Service Contract**.

The following is added to the Arbitration provision: Arbitration is binding and the Arbitration must be held at a location close proximity to **Your** permanent address. The State of Washington is the jurisdiction of any civil action in connection with the **Service Contract**. The Commissioner is **Our** attorney to receive service of legal process in any action, suit, or proceeding in any court.

The Notice provision is deleted and replaced with the following: **Our** obligations and promises contained within the **Service Contract** are guaranteed by Policy number 55-WA-VW601-0906 issued by Lyndon Property Insurance Company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 N. Outer Forty Road, Ste. 400, St. Louis, MO 63017. The toll-free number is (800)950-6060.

WEST VIRGINIA: The Arbitration Agreement provision is deleted and replaced with the following: If We and You do not agree whether coverage is provided under this **Service Contract** for a claim made by or against You, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations section is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will:

- (a) pay its chosen arbitrator; and
- (b) bear the other expenses of the third arbitrator equally.

WISCONSIN - THIS SERVICE CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

The Arbitration Agreement provision is amended to state that the Arbitration process is nonbinding.

The following is added to the Right to Recover provision: **We** shall not be entitled to any subrogation proceeds unless and until **You** have been fully reimbursed for **Your** loss.

The following is added to the How to Make a Claim provision:

Notice of loss should be made as soon as reasonably possible and within one year. Failure by you to give notice or obtain prior authorization does not invalidate or reduce a claim unless we are prejudiced by your failure to give notice or obtain prior authorization.

WYOMING: The following is added to the Refunds provision: If **We** cancel this **Service Contract** for any reason other than nonpayment of the **Service Contract** purchase price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use, **We** shall mail a written notice to **You** at least ten (10) days prior to cancellation, stating the effective date of the cancellation and the reason for cancellation. A 10% penalty per month shall be added to any refund that is not paid or credited to **You** within 45 days after the return of this **Service Contract** to **Us**.

The following is added to the Notice provision: **Our** obligations under this **Service Contract** are backed by **Our** full faith and credit.

The "Arbitration Agreement" section is deleted and replaced with the following: Any controversy or claim arising out of relating to this **Service Contract** or the breach thereof, shall be settled by arbitration in accordance with the Wyoming Arbitration Act. Any judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall be nonbinding.

<i>SERFF Tracking Number:</i>	<i>PRTB-125580200</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Lyndon Property Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>REVISED CORE 03/08</i>		
<i>TOI:</i>	<i>33.0 Other Lines of Business</i>	<i>Sub-TOI:</i>	<i>33.0004 Service Contracts</i>
<i>Product Name:</i>	<i>Revised Core 03/08</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>PRTB-125580200</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Lyndon Property Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>REVISED CORE 03/08</i>		
<i>TOI:</i>	<i>33.0 Other Lines of Business</i>	<i>Sub-TOI:</i>	<i>33.0004 Service Contracts</i>
<i>Product Name:</i>	<i>Revised Core 03/08</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	04/17/2008
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Comments:

Uniform Transmittal Document P&C

Attachment:

MN - P&C Transmittal.pdf

FORM UT Property & Casualty Transmittal Document (Revised 1/1/06)

1. Reserved for Insurance Dept. Use Only 	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; border-bottom: 1px solid black;"> <div style="flex: 1; text-align: center;">New Business</div> <div style="flex: 1;"></div> </div> <div style="display: flex; border-bottom: 1px solid black;"> <div style="flex: 1; text-align: center;">Renewal Business</div> <div style="flex: 1;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3. Group Name	Group NAIC #
Protective	458

4. Company Name(s)	Domicile	NAIC #	FEIN #
Lyndon Property Insurance Company	MO	458/35769	43-1139865

5. Company Tracking Number	Revised Core 03/08
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Melodie Mollet, 14755 North Outer Forty Dr., Suite 400, St. Louis, MO 63304	Regulatory Analyst	1-800-950-6060 X 5641	636-536-9341	melodie.mollet@protective.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Melodie Mollet

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Liability
10. Sub-Type of Insurance (Sub-TOI)	Contractual Liability
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Revised Core 03/08
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other
14. Effective Date(s) Requested	New: 11/1/2006 Renewa
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	Lyndon Property Insurance Company
17. Reference Organization # & Title	
18. Company's Date of Filing	4/7/2008
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	Revised Core 03/08
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21. Filing Description [This area should be similar to the body of a cover letter and is free-form text]
See Cover Letter

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: 168737 Amount: 90
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)